

SETTLEMENT AGREEMENT

BY AND BETWEEN

ACLU OF WASHINGTON, CALVIN HAMMER, EDWARD BOEKEL, MELTON
ATKINS, WILBORN KELLEY STEVENS

AND

KING COUNTY

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this ___ day of _____, 1998, between the ACLU of Washington, Calvin Hammer, Edward Boekel, Melton Atkins, Wilborn Kelley Stevens (hereinafter "Hammer Plaintiffs") and King County, Washington (hereinafter "King County").

WITNESSETH:

WHEREAS the parties to this Settlement Agreement wish to finally resolve the issues raised in *Hammer, et al. v. King County, et al.*, United States District Court for the Western District of Washington No. C89-521R (hereinafter "*Hammer lawsuit*") and dismiss that cause of action;

WHEREAS the Court in the *Hammer lawsuit* previously entered orders on February 26, 1990, October 12, 1991, and June 4, 1991 and retained jurisdiction in order to supervise the implementation of those orders; and

WHEREAS these orders provide for the termination of jurisdiction by the United States District Court; and

WHEREAS further supervision by the United States District Court is unnecessary;

NOW THEREFORE, in consideration of the mutual promises made hereinafter and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, THE PARTIES DO HEREBY AGREE as follows:

SECTION 1. DEFINITIONS

The following definitions shall apply to the terms used in this Settlement Agreement:

1.1. King County Correctional Facility (KCCF) means the facilities located on the 500 block of Fifth Avenue in Seattle, Washington. The KCCF does not include the work release facility on the twelfth floor of the King County Courthouse, the North Rehabilitation Facility, the Regional Justice Center Detention Facility or any other satellite facility, except with respect to transportation issues set forth in section 2.3. below.

1.2. Tower means the housing areas of floors 7, 8, 9, 10, and 11 of the KCCF. Tower, as defined, does not include the Intake, Transfer and Release (ITR) area of the KCCF.

1.3. West Wing means the housing areas on Floors 1, 2, 3, and 4 of the KCCF, including all 4th floor housing areas, whether located in the west wing of the KCCF, the north wing of the KCCF, or other portions of the KCCF on that same level.

1.4. Population for any area of the KCCF addressed in this Settlement Agreement shall be determined by reference to the King County Department of Adult Detention Daily Physical Population Count.

1.5. Close Security Split Housing Area means transition housing for inmates with behavior problems, either for pre- or post-administrative segregation.

1.6. Continuous means that a particular post is staffed at all times except in specified emergency situations. Continuously staffed posts are to be provided relief for routine activities such as breaks, meals, and use of the restroom. A continuously staffed post will not be provided relief during an emergency response by the officer assigned to that post. An officer assigned to a continuously assigned post may vacate the post without relief only to assist in another area of the facility during a code blue, code red, or

code yellow emergency such as a fire, inmate fight, medical emergency, or escape attempt.

1.7. Dedicated means that a post is staffed at all times except in extreme emergencies. Dedicated posts are to be provided relief for routine activities such as breaks, meals, and use of the restroom. An officer assigned to a dedicated post will not under normal circumstances respond to a code blue, code red, or code yellow emergency. An officer assigned to a dedicated post will leave that post without relief only upon order of the ranking correctional supervisor on duty when that supervisor has determined that the undesirability of vacating the post is outweighed by the extreme nature of the emergency situation.

1.8. Intermittent means that a post will not be staffed at all times and may be vacated without relief for routine absences such as meals and breaks. "Intermittent" includes posts commonly described as providing relief and escort duties in the King County Correctional Facility (KCCF); officers assigned to these posts may also assist in other operational activities designated by management, including, but not limited to, security checks, inmate counts, inmate feeding, and emergency response.

1.9. Document means, without limiting its generality, correspondence, e-mail, telegrams, cables, teletype messages, mailgrams, reports, records, schedules, diaries, court dockets, court files and papers found therein, notes, summaries, memoranda, memoranda of telephone conversations, photographs, depictions, sketches, renderings, mechanical and electronic records of conversations or of statements or of telephone conversations, and all other printed, typewritten, written, recorded, or taped matter of any kind or description.

1.10. Jail Health Services (JHS) means the Jail Health Services program administered by the Seattle-King County Department of Public Health pursuant to any agreement, whether written or oral, with the King County Department of Adult Detention. In the event that health care in the King County Jail is at some future date provided by any other agency, whether public or private, the term Jail Health Services shall be construed to apply to whatever agency or entity is responsible for the provision of health care to inmates in the King County Correctional Facility.

1.11. National Commission on Correctional Health Care (NCCHC) is a non profit corporation which has developed standards and provides accreditation for medical care and health services in jails. All references hereinafter to standards for health services in jails shall mean a reference to the 1996 NCCHC standards, a copy of which is attached to this Settlement Agreement and incorporated by this reference. In the event that some organization is the successor to the National Commission on Correctional Health Care, just as the National Commission on Correctional Health Care is recognized as the successor of the American Medical Association with respect to the development of standards for health services in jails, then the term "NCCHC" shall be construed to apply to the successor organization.

1.12. American Correctional Association ("ACA") is a private, non-profit organization that has developed national standards for all components of adult local detention facilities. In the event that some organization is the successor to the ACA, then the term "ACA" shall be construed to apply to the successor organization.

SECTION 2. STAFFING

2.1. King County shall continue to maintain the following staffing pattern in the KCCF:

Floors 1, 2, and 3:

| <u>Post</u> <u>Coverage</u> | <u>Shift</u> | | | <u>Days/Week</u> |
|---|--------------|-----------|-----------|------------------|
| | <u>1st</u> | <u>2d</u> | <u>3d</u> | |
| 1 st Floor Officer Intermittent | 1 | 1 | 1 | 7 |
| Floor 2/3 Officer 1 Dedicated | 1 | 1 | 1 | 7 |
| Floor 2/3 Officer 2 Continuous | 1 | 1 | 0 | 7 |
| Floor 2/3 Officer 3 Intermittent | 1 | 1 | 1 | 7 |

Fourth Floor:

| <u>Post</u> <u>Coverage</u> | <u>Shift</u> | | | <u>Days/Week</u> |
|---|--------------|-----------|-----------|------------------|
| | <u>1st</u> | <u>2d</u> | <u>3d</u> | |
| North Unit Officer Dedicated | 1 | 1 | 1 | 7 |
| North Unit Activities Officer Intermittent | 1 | 1 | 0 | 7 |
| West Unit Officer Dedicated | 1 | 1 | 1 | 7 |
| West Unit Activities Officer Intermittent | 1 | 1 | 0 | 7 |
| 4 th Floor Activities Officer Intermittent | 0 | 0 | 1 | 7 |

Tower:

| <u>Floor</u> | <u>Post Coverage</u> | <u>Shift</u> | | | <u>Days/Week</u> |
|--------------|------------------------------------|--------------|-----------|-----------|------------------|
| | | <u>1st</u> | <u>2d</u> | <u>3d</u> | |
| 7 | North Wing Officer Dedicated | 1 | 1 | 1 | 7 |
| | East Wing Officer Continuous* | 1 | 1 | 1 | 7 |
| | South Wing Officer Dedicated | 1 | 1 | 1 | 7 |
| | Infirmery Officer Continuous* | 1 | 1 | 1 | 7 |
| | Activities Officer Intermittent | 2 | 2 | 1** | 7 |

| <u>Floor</u> | <u>Post Coverage</u> | <u>Shift</u> | | | <u>Days/Week</u> |
|------------------------------------|------------------------------------|-----------------------------------|-----------|-----------|------------------|
| | | <u>1st</u> | <u>2d</u> | <u>3d</u> | |
| 8 | North Wing Officer Continuous* | 1 | 1 | 1 | 7 |
| | East Wing Officer Continuous* | 1 | 1 | 1 | 7 |
| | South Wing Officer Dedicated | 1 | 1 | 1 | 7 |
| | Activities Officer Intermittent | 2 | 2 | 0 | 7 |
| | 9 | North Wing Officer Continuous* | 1 | 1 | 1 |
| East Wing Officer Continuous* | | 1 | 1 | 1 | 7 |
| South Wing Officer Dedicated | | 1 | 1 | 1 | 7 |
| Activities Officer Intermittent | | 2 | 2 | 0 | 7 |
| 10 | | North Wing Officer Continuous* | 1 | 1 | 1 |
| | East Wing Officer Continuous* | 1 | 1 | 1 | 7 |

| | | | | | |
|----|------------------------------------|---|---|---|---|
| | South Wing Officer Dedicated | 1 | 1 | 1 | 7 |
| | Activities Officer Intermittent | 2 | 2 | 0 | 7 |
| 11 | North Wing Officer Continuous* | 1 | 1 | 1 | 7 |
| | East Wing Officer Continuous* | 1 | 1 | 1 | 7 |
| | Activities Officer Intermittent | 2 | 2 | 0 | 7 |

* Coverage of these posts will be in accordance with the definition contained in Paragraph 1.2 of "Continuous" posts on first and second shifts and will revert to "intermittent" coverage during third shift.

** The incumbent of this position during the third shift shall be utilized as designated by the shift commander.

2.2. Control Positions. King County shall continue the operational functions currently performed by floor and central control officers, although those positions are not shown in the staffing pattern set forth in Paragraph 2.1. above. It is within King County's discretion to amend the KCCF staffing plan from time to time as circumstances change. If King County reduces the number of control positions or the positions set forth in the staffing pattern in paragraph 2.1. above, it shall notify the *Hammer* Plaintiffs' counsel of the change, the reason for the change, and the effective date of the change. Any review of such a decision to reduce the number of positions shall be limited to whether the reduction in positions will prevent King County from providing the post coverage indicated for those posts designated as "Dedicated" and "Continuous*", or in the case of control positions, whether the operational functions currently performed by floor and central control officers are continued. This Settlement Agreement shall not be construed to prohibit King County from redeploying central and control posts; provided, the

operational functions currently performed by floor and central control officers are continued.

2.3. Staffing for Inmate Transportation to Court Appearances.

2.3.1. Transportation to Courts of the State of Washington. King County shall transport all inmates who have “scheduled court appearances” to those appearances in courts of the State of Washington, including Superior and District Courts, but not municipal courts, in the following manner. “Scheduled court appearances” means those court appearances for an inmate of which the Department of Adult Detention has been notified by 1 p.m., the day prior to the appearance or which occur on a regularly scheduled basis, such as omnibus, initial appearance, or arraignment calendars. “Scheduled court appearances” shall not include “add-ons” by judges or their staffs, schedule changes without the above specified notice, or unannounced departures from established court practice. King County shall provide sufficient resources to transport inmates to scheduled court appearances; provided, King County’s failure to transport an inmate to a “scheduled court appearance” due to delays, cancellations, or unexpected emergencies beyond its control shall not constitute a violation of this Settlement Agreement. Nothing stated herein shall derogate from the authority, power, and jurisdiction of judges of the courts of the State of Washington.

2.3.2. Transportation to Seattle Municipal Court. King County shall transport all inmates to all “scheduled court appearances”, as defined above in Paragraph 2.3.1., for all Seattle Municipal Court appearances in courtrooms located in the KCCF or the Public Safety Building for daytime hearings so long as King County and the City of Seattle have an agreement that King County will provide transportation for such

appearances; provided, the City of Seattle notifies the Department of Adult Detention by 4 p.m., the day prior to any scheduled court appearance in morning court or by 9 a.m., on the day of the scheduled court appearance in afternoon court. King County shall transport all inmates to “scheduled court appearances” in Seattle Municipal Court night court held in courtrooms located in the KCCF; provided, the City of Seattle provides notification to the Department of Adult Detention by 1 p.m., on the scheduled day and so long as King County has an agreement to provide such inmate transportation to night court.

King County will immediately notify the *Hammer* Plaintiffs’ counsel if King County and the City of Seattle renew or terminate any agreement for transportation of inmates to night court. King County will allow the *Hammer* Plaintiffs’ counsel an opportunity for participation and comment regarding currently pending and future negotiations between King County and the City of Seattle on any agreement for transportation of inmates to night court.

2.3.3. Staffing for Inmate Transportation for Medical Care. King County shall transport all inmates to medical care outside the KCCF pursuant to the following terms. The determination of an inmate’s medical condition and the necessity for outside medical care shall be made by jail medical staff. In cases of medical emergency, as determined by jail medical staff, the transport will receive the highest priority, including priority over court transports, non-emergency medical appointment transports, and the staffing of continuous and intermittent posts. In cases of non-emergency medical care, jail medical staff will schedule appointments for outside medical care for those inmates whose medical condition, as determined by jail medical staff, requires outside medical

care while in custody. Appointments for non-emergency medical appointments will be scheduled as far in advance as possible consistent with the inmate's medical needs. King County shall provide sufficient resources to transport inmates to non-emergency medical appointments scheduled by jail medical staff; provided, King County's failure to transport an inmate to a non-emergency medical appointment due to delays, cancellations, or unexpected emergencies beyond its control shall not constitute a violation of this Settlement Agreement.

SECTION 3. CLASSIFICATION

3.1. Pre-Classification System.

3.1.1. Inmates Transferred From Prisons. King County will ask that Washington State Department of Corrections (DOC) facilities provide DAD with information whether individuals transferred to the KCCF from DOC have a history of violent institutional behavior. King County shall consider the information received from DOC in making its determination of where such an inmate shall be housed in the KCCF.

King County shall institute a policy to ensure that any inmate transferred to the KCCF from a federal prison or out-of-state prison shall not be housed with the general population of the KCCF until a classification specialist has made a determination that housing such an inmate with the general population is appropriate.

3.1.2. Pre-Classification Identification of Inmates with Records of Violent, Assaultive or Ongoing Aggressive Behavior in KCCF.

King County will maintain a procedure to identify and integrate within records systems inmates with documented violent, assaultive or ongoing aggressive behavior in KCCF. As part of implementation of this procedure, King County will develop a

“Disciplinary History Risk Code” to identify inmates with documented histories of such behavior. The Disciplinary History Risk Code will be entered in the KCCF information management system. The Disciplinary History Risk Code will be read by a corrections officer during the intake process for each incoming inmate. When a positive notation is read in the inmate’s Disciplinary History Risk Code, the corrections officer will contact a designated classification specialist for review and selection of an appropriate initial housing assignment consistent with the security requirements of the inmate in question.

3.1.3. Disciplinary Hearings. King County will maintain a procedure to prioritize disciplinary infractions to ensure that all serious infractions are heard within the time provided in the American Correctional Association (ACA) standards for local jail facilities. King County will make staffing available to ensure that disciplinary hearings are conducted and reported seven days per week. The *Hammer* Plaintiffs will raise no objection to efforts by King County to extend the permissible time frame for conducting disciplinary hearings to reflect that contained in the ACA standards.

A designated classification specialist will review all serious infraction hearings to identify those inmates whose violent, assaultive or ongoing aggressive behavior in the KCCF warrants the assignment of a positive “Disciplinary History Risk Code.” In addition, classification specialists who hear disciplinary infraction cases of lesser severity will forward to the designated classification specialist reports on those inmates whom they believe should be reviewed for consideration for the Disciplinary History Risk Code. King County will ensure that the Disciplinary History Risk Code will be entered into the KCCF information management system..

3.2. Inmate Movement

King County will maintain procedures to ensure that all forms (currently known as Form 571's), which are used for the movement of inmates by corrections officers without the intervention of classification specialists, will be reviewed by a Sergeant to ensure that movement of the inmate by the corrections officer is appropriate under the circumstances. All such forms will be referred to the Classification Section for review within one shift after the movement has taken place.

3.3. Reclassification

King County will continue its policy of reclassification of inmates.

Reclassification may occur for the following reasons:

Persons who show emerging medical or mental health problems

A change in charge status, including sentencing

Problematic behavior

Protective custody status change

Incompatibility with others

Keep separate considerations

Administrative segregation reviews

Disciplinary behavior

Review for work release

Review for home detention

Review for North Rehabilitation Facility

Review for inmate worker status

Review for program consideration

Needs of the institution

Information received from other criminal justice agencies

Information received from outside sources, i.e., lawyers, parents, friends, etc.

Inmate requests for reclassification

Upon assignment to a close security split housing area, an inmate will be provided with an explanation of the procedures for requesting reclassification and the appropriate circumstances in which reclassification will occur.

3.4. Kite System

King County will maintain the following procedures to ensure that inmate kites are received by the Classification Section of the KCCF in a timely manner: Classification kites will be readily identifiable by inmates and staff. A supply of classification kites will be made available on an ongoing basis in the KCCF housing areas. All filled out classification kites will be delivered directly to the classification specialist who is stationed on the floor on which the inmate is housed. King County will maintain receptacles for kites to be installed outside housing areas. Only jail staff will be authorized to pick up kites.

SECTION 4. BEDS

4.1. 72 Hour Limitations:

4.1.1. King County will limit the housing of inmates on mattresses on the floor to no more than a single seventy-two (72) hour period.

4.1.2. King County will implement a system to monitor inmates assigned to mattresses on the floor, to ensure that any such inmate is assigned to a mattress on the

floor for no more than a single seventy-two (72) hour period during each period of incarceration in the KCCF. This provision shall not apply to an inmate assigned to a mattress on the floor for medical or psychiatric reasons.

4.1.3. No inmate shall be assigned to a mattress on the floor in medical or psychiatric housing areas except upon the approval or direction of medical or psychiatric staff.

4.1.4. King County shall provide to the *Hammer* Plaintiffs' counsel copies of periodic cumulative reports generated by the system developed to monitor inmates assigned to mattresses on the floor pursuant to this section. Such periodic cumulative reports shall be generated at least once per month. King County shall grant access to the *Hammer* Plaintiffs' counsel upon request to information reflecting daily statistics regarding inmates assigned to mattresses on the floor.

4.2. Capacity

4.2.1. King County shall not permit the population of the KCCF to exceed 1,697 for more than 24 hours. The population of the KCCF shall be measured by the number of persons housed in the KCCF exclusive of those persons in the Intake, Transfer and Release (ITR) area of the KCCF.

4.2.2. King County shall not permit the population of the Tower portion of the KCCF to exceed 1,262 for more than 24 hours. The population of the Tower portion of the KCCF shall be measured by the number of persons housed in the Tower exclusive of those persons in the Intake, Transfer and Release area of the KCCF.

4.2.3. King County shall not permit the population of the West Wing of the KCCF to exceed 435. The population of the West Wing of the KCCF shall be measured by the number of persons housed in that area of the facility.

4.2.4. King County shall not permit the population of the West area of the Fourth Floor of the West Wing of the KCCF to exceed 90. The population of the West area of the Fourth Floor of the West Wing of the KCCF shall be measured by the number of persons housed in that area of the facility.

4.3. Bed Limitations

4.3.1. All bunks installed in the KCCF shall have no anchor points.

4.3.2. King County shall not double cell inmates in those housing areas designated as pre-disciplinary segregation, disciplinary segregation or administrative segregation, or in close security split housing units.

4.3.3. In the units used for inmates who are assigned to a particular housing area for special custody needs, inmates will not be assigned to a mattress on the floor or an upper bunk bed if medical or psychiatric staff disapprove.

4.3.4. In those units where inmates under mental health observation are housed, the population shall not exceed the number of inmates equal to the number of beds in the unit as originally designed plus three additional inmates. No inmates under mental health observation shall be housed in any area of the Tower containing upper bunks.

4.3.5. All beds added to the original design of the KCCF shall be upper bunks installed over beds along the walls so as not to interfere with the lines of sight for correctional officers assigned to the south wing officer's stations or south wing core area.

4.3.6. King County shall not triple cell inmates in the North or East wings of the Tower.

4.3.7. King County shall not place inmates on the floor of the day rooms in the North or East wings of the Tower, except that during unforeseen peaking of the female inmate population, such use of the day rooms as an area to assign female inmate beds or mattresses shall be permitted for no more than a single seventy-two hour period in any fourteen day period.

4.3.8. King County shall maintain feeding slots in cell doors on the 11th floor of the KCCF so that all cell doors on that floor have feeding slots in them.

4.4. South Dormitory Population

4.4.1. King County shall limit the inmate population in each South Wing of the KCCF to no more than 160. King County shall further make a good faith effort to comply with a limit of 20 inmates per dormitory unit in each South Wing.

4.4.2. If the inmate population limit of 20 per dormitory unit in the South Wings is exceeded, the reason therefor shall be documented. King County shall promptly provide any documentation to the *Hammer* Plaintiffs' counsel with respect to overcrowding in the South Wing dormitory units upon request. The Director of the Department of Adult Detention shall promptly inform the *Hammer* Plaintiffs' counsel in the event of any unexpected emergency beyond King County's control which results in the population of any South Wing exceeding 160. King County shall reduce the population in the affected South Wing to 160 or fewer within three (3) days.

4.4.3. In the event that King County renovates or remodels a portion of the KCCF as described in paragraph 7.3. of this Settlement Agreement, King County may

request that the *Hammer* Plaintiffs' counsel meet and confer regarding the possibility of exceeding the limitations of this section for the time required to complete the renovation or remodel.

SECTION 5. G DORM RENOVATION AND PROGRAMS

Within 90 days of the execution of this Settlement Agreement, King County shall renovate the G dorm on the Fourth Floor of the West Wing of the KCCF for program space. Within 90 days of the completion of this renovation, King County shall provide a minimum of four hours per day, five days per week of new programs in G dorm. King County shall maintain A dorm, or a similar dorm in the West area of the Fourth Floor of the West Wing of the KCCF, as program space.

SECTION 6. MEDICAL ISSUES

6.1. NCCHC Accreditation.

6.1.1. King County shall maintain NCCHC accreditation and continue to meet all standards necessary to maintain NCCHC accreditation, including those standards designated as "essential" by the NCCHC and the following standards or their successors designated as "important" by the NCCHC:

- J-08: Privacy of care
- J-11: Grievance procedure
- J-23: Staffing levels
- J-29: Hospital care
- J-39: Mental health evaluation
- J-41: Assessment protocols

J-42: Continuity of care

J-54: Inmates with drug or alcohol problems

J-68: Right to refuse treatment

6.1.2. As part of compliance with essential standards J-04 (Policies and Procedures), J-18 and J-19 (Training), and J-36 (Emergency Services), King County shall: (1) maintain a system for inmate access to emergency healthcare; 2) describe in writing the responsibility of healthcare staff for emergency assessment and care as it relates to triage and timely referral; and 3) maintain and appropriately update ongoing training programs for all healthcare providers regarding emergency assessment and care.

One function of any quality assurance committee established in accordance with Standard J-05 will be to identify and bring to the attention of the Health Authority (as defined in the NCCHC standards) appropriate training needs and/or deficiencies. It shall be the responsibility of the Health Authority to consider and, when appropriate, incorporate such recommendations into the Jail Health Services training plan.

6.1.3. King County shall make available to the *Hammer* Plaintiffs' counsel upon request all technical assistance reports, recommendations and other documents to or from the NCCHC with respect to King County's compliance with NCCHC standards.

6.2. Peer Review and Quality Assurance.

6.2.1. Any and all peer review programs and quality assurance programs established in accordance with standard J-05, or its successor, shall involve the participation of regular faculty (as distinguished from clinical faculty) from the University of Washington in an appropriate healthcare field or a qualified healthcare professional not affiliated with the Seattle King County Department of Public Health. King County may

comply with this requirement through the participation of any Jail Health Services or Seattle-King County Department of Public Health staff who are appointed to the regular faculty of the University of Washington schools of Medicine, Nursing or Dentistry; however, in the event that no such faculty are on staff with Jail Health Services or with the Seattle-King County Department of Public Health, then King County shall undertake its best efforts to solicit members of all quality assurance or peer review committees from the University of Washington or a qualified health care professional not affiliated with the Seattle King County Department of Public Health.

6.2.2. The quality assurance committee or committees established pursuant to Standard J-05 shall review and monitor the following categories of records:

- a) Outpatient care charts.
- b) Infirmity care charts.
- c) Charts of individuals referred to outside medical facilities.
- d) Dental care charts.
- e) Psychiatric care charts, including care by psychiatric evaluators and psychiatric nurses.
- f) Charts of patients with chronic conditions.
- g) Information contained in charts with respect to nursing care.
- h) Information contained in charts with respect to physician care.
- i) Information contained in charts with respect to 14 day health assessments.

The foregoing list of categories is neither exhaustive nor does it carry an obligation that King County review any particular kind, number or category of charts or information at any given time. The determination of which information and/or records to be reviewed and the

scheduling of such review shall be left to the sole discretion of the relevant quality assurance committee or committees.

6.2.3. Policies and protocols shall be made available to the *Hammer* Plaintiffs' counsel upon request. This obligation to provide policies and protocols includes all policies and procedures to be utilized by the Quality Assurance Committee and any peer review committees established pursuant to Standard J-05. King County shall also provide to the *Hammer* Plaintiffs' counsel upon request copies of all training plans currently utilized, or to be utilized at any time hereafter.

6.2.4. King County shall provide the names and qualifications of all members of any quality assurance committee to the *Hammer* Plaintiffs' counsel upon request.

SECTION 7. MODIFICATION

7.1. King County may, at its option, elect to achieve the objectives of any provision of this Settlement Agreement by complying with recognized national correctional standards of the ACA or its successor regarding that provision.

7.2. If any provision of this Settlement Agreement becomes impossible of performance or would work an unreasonable hardship on King County due to circumstances beyond King County's control, or if it appears that the objective sought can be better achieved through modification of such provision, then King County shall submit such proposed modification to counsel for the *Hammer* Plaintiffs for their review.

7.3. If King County proposes to renovate the KCCF or any portion thereof such that there are structural or other significant modifications to the housing units then the following provisions shall apply:

7.3.1. King County shall notify counsel for the *Hammer* Plaintiffs of the proposed modifications.

7.3.2. If the modifications proposed by King County comply with the ACA population or staffing standards adopted at the time of the proposed renovation, then the relevant capacities listed in paragraphs 4.2.1., 4.2.2., 4.2.3., and 4.2.4. above shall increase by the number of beds added to that portion of the facility when the renovation is completed and the staffing patterns set forth in paragraph 2.1. above may be modified consistent with ACA standards.

7.3.3. If the modifications proposed by King County do not comply with the ACA population or staffing standards adopted at the time of the proposed renovation, then the parties agree to negotiate in good faith King County's proposal and any corresponding increases in the relevant capacities set forth in paragraphs 4.2.1., 4.2.2., 4.2.3., or 4.2.4. and/or the staffing patterns set forth in paragraph 2.1 of this Settlement Agreement, with the intent of assuring that changes in capacities and/or staffing patterns shall provide comparable living space standards and security staffing that complies with the intent of the ACA standards and the intent of the other capacity and staffing provisions of this Agreement.

SECTION 8. OTHER MATTERS

8.1. No Admission of Liability. This Settlement Agreement is executed by the parties specifically for the purposes of resolving the *Hammer* Plaintiffs' equitable claims in the *Hammer* lawsuit. It is expressly understood and agreed that this Settlement Agreement shall not constitute or be construed as an admission of liability on the part of King County

or any of the defendants in the *Hammer* lawsuit or as evidencing any admission of the truth or correctness of any claim asserted, or of any violation of law alleged by the *Hammer* Plaintiffs.

8.2. Issues Resolved. This Settlement Agreement resolves the equitable issues raised in the *Hammer* lawsuit and the issues involving the ongoing federal court supervision. Nothing in this Settlement Agreement shall be deemed to waive the rights of any person to seek damages or other relief.

8.3. Prior Agreements. This Settlement Agreement modifies, supersedes and replaces any and all contractual provisions, promises, or covenants contained in any previous settlement agreements, stipulations, judgments, or orders signed or agreed to by the parties.

8.4. Court Approval. It is understood and agreed by the parties that if the Court fails or refuses to approve this Settlement Agreement or fails or refuses to dismiss the *Hammer* lawsuit, this Settlement Agreement shall become null and void and without any force or effect, and none of the parties shall be bound by it.

8.5. Effective Date. The terms of this Settlement Agreement shall be effective on the date that the *Hammer* lawsuit is dismissed by the United States District Court.

8.6. Integration. This Settlement Agreement contains the entire understanding between the parties and shall not be modified in any manner except by written agreement executed by all parties.

8.7. Severability If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of this Agreement or the application of its provisions to any other person or circumstance shall not be affected.

8.8. Enforcement. This Settlement Agreement is a contract and may be enforced according to the law of contracts of the State of Washington in a court of competent jurisdiction. All remedies available under the laws of the State of Washington, including but not limited to specific performance, shall be available.

8.9. Dispute Resolution. In the event the parties disagree over King County's performance of their obligations under this Settlement Agreement, the parties shall first meet and confer in an effort to resolve the disagreement. If the parties are unable to resolve the matter by meeting and conferring, the parties shall submit the matter to a mediator, to be chosen by the agreement of the parties, to mediate the issues raised by the parties prior to either party referring the matter to Court.

8.10. Identification of Counsel. ACLU-W shall keep King County informed of the names and addresses of cooperating counsel responsible for the implementation of this Settlement Agreement.

8.11. Interpretation. The table of contents and the section and subsection captions of this Settlement Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Settlement Agreement.

8.12. Authority to Sign. Each signatory to this Settlement Agreement represents that he or she has the authority to enter into this Settlement Agreement.

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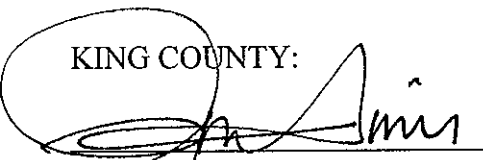
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IN WITNESS WHEREOF, this Settlement Agreement is agreed to and executed
by the parties this 11 day of June, 1998.

ACLU-W:



KATHLEEN TAYLOR
ACLU-W Executive Director

KING COUNTY:

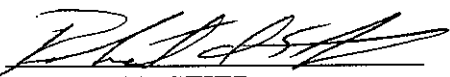

RON SIMS
King County Executive

WILBORN KELLEY STEVENS


Approved as to form only for King County:


KATHLEEN TAYLOR
ACLU-W Executive Director
(Pursuant to a Limited Power of
Attorney executed on January 20, 1989)


NORM MALENG, Prosecuting Attorney


ROBERT I. STIER
Senior Deputy Prosecuting Attorney

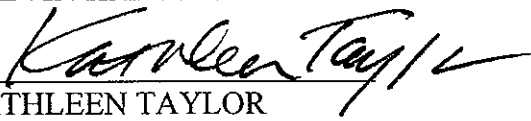
MELTON ATKINS


KATHLEEN TAYLOR
ACLU-W Executive Director
(Pursuant to a Limited Power of
Attorney executed on February 14, 1989)

EDWARD BOEKEL


KATHLEEN TAYLOR
ACLU-W Executive Director
(Pursuant to a Limited Power of
Attorney executed on February 7, 1989)

CALVIN HAMMER


KATHLEEN TAYLOR
ACLU-W Executive Director
(Pursuant to a Limited Power of
Attorney executed on December 29, 1988)