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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MARTIN HARRIS, JESSE KITHCART, JONATHAN LEWIS,
ROY COLD, CAROL RANSOME, JOHN CUMMINGS,
RAYMOND WHITTINGTON and DERRICK JONES

CIVIL ACTION

v.

JOAN REEVES, in her official capacity as
Commissioner of the Department of Human
Services of the City of Philadelphia,
REV. ALBERT F. CAMPBELL, LABORA M. BENNETT,
JAMES D. BARBER, ALLEN M. HORNBLUM,
MARK MENDEL, DONALD J. PADOVA, each in his
or her official capacity as a member of the
Board of Trustees of the Philadelphia Prison
System,
J. PATRICK GALLAGHER, in his official capacity
as Superintendent of the Philadelphia Prison
System,
WILLIE GRAY, in his official capacity as
Warden for Holmesburg Prison,
PRESS GROOMS, in his official capacity as
Warden of the Detention Center,
HARRY MOORE, in his official capacity as
Warden of the House of Corrections,
JAMES S. WHITE, in his official capacity as
Managing Director in the City of Philadelphia,
HON. WILSON GOODE, in his official capacity as
Mayor of the City of Philadelphia, and
THE CITY OF PHILADELPHIA

FILED

MAR 11 1991

MICHAEL E. KUNZ, Cler.
By YLM Dep. Cler.

NO. 82-1847

ORDER

WHEREAS, the court has considered the Memorandum of Law
in Support of Approval of the Stipulation and Agreement of
counsel for the plaintiff class; and

WHEREAS, the court has considered the Objections of
District Attorney, Ronald D. Castille, to Proposed Consent
Decree, testimony in support of the Objections offered at the
hearing on January 14, 1991, Ronald D. Castille's Offers of Proof
In Support of Objections to the Court's Ruling That The District
Attorney May Not Present Evidence, and the City Defendants'
Response to Objections of Ronald D. Castille to Proposed Consent
Decree; and

WHEREAS, the court has considered statements by counsel
for the plaintiff class and counsel for the City Defendants at

ENTERED: 3/11/91

CLERK OF COURT

the hearing on January 14, 1991, in support of the Stipulation and Agreement; and

WHEREAS, the court has considered the testimony of a class representative in favor of the Stipulation and Agreement and petitions of members of the plaintiff class in opposition to the Stipulation and Agreement submitted prior to the hearing on January 14, 1991; and

WHEREAS, the court has considered the testimony of three class representatives at a hearing on February 26, 1991, that they and the class, after receiving from counsel further explanations and assurances regarding the likely impact of the Stipulation and Agreement, had rescinded their opposition and supported approval of the Stipulation and Agreement; and

WHEREAS, the court on March 7, 1991, received petitions containing 1,296 signatures from members of the plaintiff class in support of the Stipulation and Agreement;

THE COURT ORDERS THAT:

1) The Stipulation and Agreement filed with the court on December 20, 1990, and preliminarily approved by court order of December 28, 1990, is hereby approved, and shall be effective and implemented in accordance with its terms. An opinion stating the court's reasons for approval will follow.

2) The Special Master shall arrange a meeting with the Jackson v. Hendrick court to discuss the coordination of proceedings, financial obligations and utilization of any fines imposed hereunder; attendance of administrative judges would be welcome.

3) Pursuant to the City's obligation under Paragraph 15 of the Stipulation and Agreement, the City shall submit to the court through its Special Master, a report on all funds expended or committed for a new prison facility or facilities and a Downtown Criminal Justice Center, and the source or sources thereof, on a monthly basis.

4) No capital or Criminal Justice Refunding Revenue Bond funds shall be committed for any purpose without 30 days notice to the court in order to ensure continued secure funding for the City's obligations under the Stipulation and Agreement approved as an Order of the court.

5) The court Order of November 14, 1990, including but not limited to Paragraphs 4 and 5 thereof, remains in full force and effect in accordance with the provisions of the Stipulation and Agreement approved as an Order of the court.

6) The court will appoint an independent financial consultant when and as necessary to ascertain the continued availability of City resources for the implementation of the City's obligations hereunder; all City financial records shall be made available on request for said purposes.

BY THE COURT:

Thomas J. Sullivan
J.

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MARTIN HARRIS, et al., : CIVIL ACTION
 :
 Plaintiffs, :
 :
 v. : NO. 82-1847
 :
 JOAN M. REEVES, et al., :
 :
 Defendants. :

STIPULATION AND AGREEMENT

Plaintiffs and Defendants, by their attorneys, hereby stipulate and agree as follows:

STIPULATION

1. Under the terms of the Consent Order of December 30, 1986, the inmate population of the Philadelphia Prison System as a whole and of each facility within the system is limited to a Maximum Allowable Population ("MAP"). The Consent Order requires that the defendants impose a qualified admissions moratorium whenever the population exceeds the MAP. The Consent Order also requires that the defendants complete the construction of a 440-bed downtown detention facility by December 31, 1990.

2. As of the date of this Stipulation and Agreement, the population of the Philadelphia Prisons and of each individual facility has consistently exceeded the MAP notwithstanding the virtually continuous imposition of the qualified admissions

moratorium since September 1988. Currently, and for the past several months, the population of the system has exceeded the MAP of 3,750 inmates by more than thirty percent (30%).

3. As of the date of this Stipulation and Agreement, the City has engaged in site preparation activities towards the construction of a downtown detention facility, but such a facility cannot be completed to meet the December 31, 1990 deadline, and the need for a new facility or facilities capable of housing not less than 440 inmates is apparently unabated.

4. New prison construction is inadvisable without detailed consideration of the future demands to be made on the Philadelphia Prison System in light of: City population trends; trends in the crime rate; the habitability of existing prison facilities and the feasibility of their rehabilitation; the likelihood and effect of changes in the administration of criminal justice in Philadelphia; and the availability of alternatives to confinement.

5. Once the immediate and longer-range needs of the Philadelphia Prison System are determined realistically, how best to meet those needs should be addressed in a rational planning process.

6. An intelligent assessment of the needs of the Philadelphia Prison System and rational planning towards meeting those needs require the involvement of the Philadelphia judiciary, the Office of the District Attorney, and the Defender

Association, all of whom will be invited and encouraged to participate in the orderly planning process established by this Stipulation and Agreement.

7. Alleviation of the existing conditions of acute overcrowding and compliance with the MAP cannot await the development and execution of plans for new construction or the renovation of existing structures.

8. Plaintiffs desire to preserve their right to seek monetary damages notwithstanding this Stipulation and Agreement.

9. The tasks required by this Stipulation and Agreement must be performed with all possible dispatch, time being of the essence.

10. By entering into this Stipulation and Agreement, none of the parties makes any admission respecting the merits of any claim or defense in this litigation, except as to those matters expressly stated in the preceding paragraphs of this Stipulation.

AGREEMENT

In light of the foregoing Stipulation and to carry out the objectives recited therein, the parties agree as follows:

11. Defendants shall conduct expeditiously the orderly planning process set forth in the document entitled "Prison Planning Process" attached as an Appendix hereto and incorporated herein by reference. Defendants shall thereafter construct or arrange for such new facilities and close or renovate existing

facilities in accordance with the plans produced pursuant to the Prison Planning Process and approved by the Court.

12. In return for the defendants' undertaking set forth in Paragraph 11 above and in the succeeding paragraphs of this Agreement, the requirements contained in Paragraph 2.e. of the December 30, 1986 Consent Order to complete construction of a 440-bed detention facility in downtown Philadelphia by December 31, 1990 shall be deemed to be superseded.

13. The Mayor of the City of Philadelphia shall appoint a Criminal Justice Project Coordinator responsible for coordinating and carrying out the activities specified in the Prison Planning Process, and such Coordinator's position shall continue to be filled throughout the implementation of the Prison Planning Process.

14. Defendants shall construct a new prison facility or facilities capable of housing in the aggregate at least 1000 inmates by May 25, 1994. Such construction shall be planned pursuant to the Prison Planning Process.

15. With respect to the capital or bond funds originally allocated for the downtown Criminal Justice Center, defendants will not seek to designate said funds for any project, except in accordance with the Court's Order of November 14, 1990.

16. Not later than April 3, 1991, defendants shall contract for and provide a minimum of 250 beds in a program or programs that provide alcohol and substance abuse rehabilitation,

training and other support services. The first 25 beds shall be available on or before December 17, 1990. The beds and services provided pursuant to this Paragraph 16 shall be reserved for persons who would otherwise be committed to or retained in the custody of the Philadelphia Prisons. Defendants shall have discretion in selecting the program provider(s), but may not reduce or discontinue the provision of such programs without Court approval. In determining whether defendants have met their obligations hereunder, beds and services being provided under contract with the City of Philadelphia as of August 31, 1990 shall not be counted.

17. In order to achieve compliance with the MAP:

a. Defendants shall designate and submit to the Special Master the names of inmates who meet the criteria of Paragraph 4.E.(i)-(iii) of the September 21, 1990 Order which provides for the release of:

- (1) all persons admitted to the prisons under prior orders of the court who are still detained but who would not be admitted under the provisions of this order as now modified;
- (2) prisoners held in default of the lowest amount of percentage bail as necessary to reduce the population in all institutions to the maximum allowable populations. If inmates considered for release under this paragraph are held in default of equal amounts of bail, preference shall be given to the inmate held the longest time. Persons charged with offenses enumerated in paragraphs 3A and B shall not be released pursuant to this paragraph.

b. Defendants shall submit no fewer than thirty-five (35) names per day, at least five (5) days per week, whenever the population is in excess of 3,750.

c. Defendants and the Special Master shall make use of the information and services provided by the Prisons Population Management Unit (PPMU). Defendants shall continue to provide sufficient funding for the Prisons Population Management Unit until relieved of this obligation by the Court.

d. Concurrent with the submission to the Special Master, defendants shall provide the names of those designated and submitted to the Special Master to the District Attorney who then shall have seventy-two (72) hours to communicate in writing to the Special Master any alleged errors in application of the release criteria set forth in paragraph 17.a. supra, or any objections to the release of any inmate based on considerations of public safety and supported by substantial evidence.

e. The Special Master shall direct the release of all inmates who meet the criteria set forth in Paragraph 17.a. Inmates to whose release the District Attorney objects on public safety grounds shall not be released if, but only if, the District Attorney designates for release an equivalent number of inmates who are eligible for release. In the event of such designation, the Special Master shall order the release of those designated by the District Attorney. The parties stipulate that

the findings of fact of the Special Master will be final. For those inmates on a list submitted by defendants whose next court dates are within two (2) weeks of the date of the list, the Special Master may post-date the release directives for the date following the next court date provided that the directive shall not apply if trial takes place as scheduled and is underway or has resulted in a conviction on that case. The Special Master's directives shall be provided to the parties and the District Attorney by facsimile transmission or hand delivery and shall indicate the date of each release.

f. Defendants shall effectuate the releases within twenty-four (24) hours of receiving any release order pursuant to this Paragraph 17.

g. In the event that the Court or Special Master is or will be unavailable for more than two (2) consecutive business days, on account of illness, absence from Philadelphia or other reason, to participate in the release process set forth in this Paragraph 17, the Court shall designate a judicial officer to review release lists if necessary to insure and, in any event, the Court shall insure that the minimum of 175 inmates per week is considered and processed in accordance with this Paragraph.

18. The procedures set forth in Paragraph 17 of this Stipulation and Agreement shall supersede Paragraphs 4.A.-C. of the September 21, 1990 Order. Otherwise, this Stipulation and

Agreement shall not affect the operation of the September 21, 1990 Order or Paragraphs 1 and 2.a-c and h-i of the remedial provisions of the Consent Order of December 30, 1986, as amended, which shall remain in full force and effect, except as they may be further amended.

19. a. Beginning five (5) days from the date of this Agreement, defendants shall be subject to those penalties defined in this Paragraph 19 for failure to comply with the requirements of Paragraph 17.a., b., c., d., and f. when the MAP for the prison system exceeds 3,750.

b. Defendants shall be assessed \$100.00 per day for each inmate

(1) who is admitted into the Philadelphia Prisons in violation of the qualified admissions moratorium;

(2) who should be designated for release in accordance with Paragraph 17 but is not so designated; or

(3) who is not released after receipt of a release order pursuant to Paragraph 17.

c. Defendants shall not incur fines pursuant to Paragraph 19.b(2) if they submit to the Special Master at least thirty-five (35) names per day meeting the other requirements of Paragraph 17, even if a greater number of inmates meets the criteria set forth in Paragraph 17.a.

d. The provisions of this paragraph shall apply only on days that the MAP is exceeded, and no penalty shall be

assessed with respect to the admission or custody of any inmate which is predicated on erroneous information supplied by a third party on which the defendants reasonably relied.

e. The Special Master shall monitor defendants' compliance with the qualified admissions moratorium and the defendants' exercise of the release mechanism.

20. Upon submission of each plan required by the Prison Planning Process, the Special Master shall insure that plaintiffs and the involved agencies receive copies of the materials submitted, and shall notify the plaintiffs and the involved agencies of the date by which their comments on the plan are to be submitted. Plaintiffs and the involved agencies shall have ten (10) days in which to review and comment before the plan is forwarded to the Court with the recommendation of the Special Master. Any dispute regarding the final date for submission of comments is to be decided by the Special Master.

21. If the plaintiffs or any of the involved agencies object to the defendants' proposed plan, the parties and the involved agencies, with the assistance of the Special Master, shall attempt to resolve their differences. If the differences are not resolved within thirty (30) days of the submission of the objections, the Special Master shall submit the defendants' plan and the objections, along with the Special Master's recommendations, to the Court. Within ten (10) days of the Special Master's submission to the Court, either party may

request a hearing sua sponte. If a hearing is not requested timely, the Special Master's findings shall be accepted as uncontested by the parties. In the absence of a request by the parties for a hearing, requests by any of the involved agencies for a hearing shall be granted on good cause shown.

22. If a plan is not submitted by its due date as established in the Prison Planning Process and set forth in Exhibit A to the Prison Planning Process, or if the plan which is submitted is determined by agreement of the parties or by the Court to fall short of substantial compliance with the requirements for such plan or to have been submitted in bad faith, defendants shall forfeit \$500.00 per day for each day that no acceptable plan is submitted commencing as of the plan's due date; after thirty (30) days, the daily penalty shall be \$1,000.00.

23. Once a plan is approved by the Court, defendants shall carry it out, subject to the penalties set forth in Paragraph 27. Whenever practical, parts of each plan shall be presumed to be separable such that objection to one part of a plan shall not delay other parts that can proceed independently so long as no objection exists to those other parts.

24. The Special Master shall monitor compliance with all plans approved by the Court. The Special Master shall provide the Court with reports on compliance with all approved plans, beginning three (3) months after approval of the initial

plan and at three (3) month intervals thereafter or with such other frequency or at any time as the Court may direct.

The reports will include the status of each requirement of each approved plan. The compliance status will be rated, using the following classifications:

a. The Special Master concludes that the defendants are in substantial compliance with this requirement.

b. The Special Master concludes that the defendants are in compliance with this requirement, subject to specified exceptions and/or qualifications noted in the text of the report.

c. The Special Master cannot make a finding because of insufficient evidence, unresolved ambiguity as to what actions are necessary for compliance, or a need for additional professional expertise.

d. The Special Master concludes that the defendants are not in compliance with this requirement.

25. Within ten (10) days of the Special Master's submission of a status report on compliance, either party may request a hearing. If a hearing is not requested timely, the Special Master's findings shall be accepted as uncontested.

26. Hearings on defendants' compliance with the requirements of any plan shall be scheduled not earlier than forty (40) days from the submission of the Special Master's Preliminary Report on the status of compliance. The parties will

then have fifteen (15) days to comment directly to the Special Master on the contents of the report. The Special Master will submit a Final Report to the Court and the parties within two (2) weeks of receipt of the parties' comments. The parties will then have ten (10) days in which to submit written objections to the Court regarding any remaining disagreements with the report.

The Special Master will hold a prehearing conference with the parties, following the ten (10) day period for objections and at least one (1) day prior to the compliance hearing before the Court. The report and compliance issues will be reviewed by the parties at the prehearing conference. Issues that remain in dispute will be identified and presented to the Court by the Special Master.

27. Defendants shall be subject to a penalty of \$500.00 per day for each day of delay in complying with or fulfilling a plan milestone; after thirty (30) days the daily penalty shall be \$1,000.00. Whether defendants have substantially complied with the requirements of any plan shall be determined by the Court upon a hearing. Defendants shall be entitled to a reasonable extension of time for unavoidable delays in complying with or fulfilling a plan milestone caused solely by causes not reasonably foreseeable by the parties at the time of approval of the plan and which are entirely beyond the control and without the fault or negligence of the defendants. Events considered not reasonably foreseeable by the parties at the time

of approval of the plan and entirely beyond the control and without the fault of negligence of the defendants shall include, but not be limited to acts of God, quarantine restrictions, general strikes throughout the relevant trades, freight embargoes not caused or participated in by defendant, fire, flood, epidemics, and weather of unusual severity.

28. Penalties forfeited by defendants shall be used or distributed as determined by the Court on the advice of the parties and the Special Master.

29. Defendants shall pay the attorneys' fees and costs incurred by plaintiffs in the negotiation and implementation of this Stipulation and Agreement, the reasonableness of said fees to be negotiated by the parties in the first instance and decided by the Court in the event of a dispute.

30. As a possible alternative or concurrent mechanism to the release mechanism provided in Paragraph 17, defendants shall formulate, for submission to the Court, other criteria and procedures for the release of inmates (e.g., those inmates who are not afforded a speedy preliminary hearing, trial, or sentencing). Nothing herein is intended to restrict the Court's authority to issue contempt citations or its power under the All Writs Act.

31. Defendants state that nothing contained herein conflicts with the ongoing state court case of Jackson v. Hendrick. A similar Stipulation and Agreement is being

negotiated with plaintiffs' counsel in that matter and is being prepared for submission to and approval by the three-judge panel. For a period of thirty (30) days from the date of entry hereof, this Stipulation and Agreement shall be contingent on the entry of an order by the Jackson v. Hendrick court removing any conflicts between orders of that court and this Stipulation and Agreement. Unless defendants make a timely application to this Court to the contrary, this Stipulation and Agreement shall be effective in its entirety at the end of said thirty-day period regardless of any action or inaction by the Jackson v. Hendrick court.

32. The provisions of Paragraph 17 are not severable from the Agreement as a whole; if the release mechanism established by Paragraph 17 is not approved and implemented, the Agreement is without force or effect.

33. This Court shall retain jurisdiction of the parties and the cause of action to enforce the provisions of this Stipulation and Agreement notwithstanding the provisions of Paragraph 6 of the Consent Order of December 30, 1986.

34. Upon approval of this Stipulation and Agreement by the Court, plaintiffs shall withdraw their pending motion to vacate the Consent Order of December 30, 1986, as amended,

without prejudice and with the right to reinstate the motion at any time. By entering into this Stipulation and Agreement, plaintiffs shall not be deemed to have ratified any prior modifications of the Consent Order.

MARTIN HARRIS, ET AL.

By: *David Richman*
DAVID RICHMAN
Attorney for Plaintiffs

CITY OF PHILADELPHIA
(on behalf of all defendants)

By: *Charisse R. Lillie*
CHARISSE R. LILLIE
City Solicitor

APPROVED AND SO ORDERED:

Shapiro, J.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MARTIN HARRIS, <u>et al.</u> ,	:	CIVIL ACTION
	:	
Plaintiffs,	:	
	:	
v.	:	NO. 82-1847
	:	
JOAN M. REEVES, <u>et al.</u> ,	:	
	:	
Defendants.	:	

APPENDIX TO THE
STIPULATION AND AGREEMENT

PRISON PLANNING PROCESS

A. Population Projections. The defendants shall develop and periodically update a 10-year projection of the inmate population to be housed and serviced in the Philadelphia Prison System.

To this end, the defendants shall provide:

1. A projection of the number of inmates to be received and processed into the prison system at intake each year for the next 10 years.

2. A projection of the Average Daily Population (ADP) each year for the next 10 years based on:

(a) the current operation and configuration of the local criminal justice system; AND

(b) the implementation of case management and processing reforms such as those contained in the EMT Report (attached hereto as Exhibit "B"), and those prepared for the court-funding study conducted pursuant to Bradley v. Goode, June Term, 1989, No. 2595 (attached hereto as Exhibit "C") and the Levin and Sheppard Commissions appointed by the Pennsylvania Supreme Court (attached hereto as Exhibits "D" and "E").

3. A statement of the assumptions concerning demographics, criminal justice policy, and resources used in formulating these projections.

4. A mechanism and schedule for periodically updating the population projection model.

B. Prison Population Management Plan. The defendants shall develop a Prison Population Management Plan based on policies and resources that are consistent with the population projections developed pursuant to Paragraph A. Said plan shall address such issues as the development of judicial resources, alternative correctional programs and services, and revised laws and criminal procedures. The plan to be developed and implemented shall be based on population projections that assume the implementation of practical and procedural reforms in the local criminal justice system such as those identified in paragraph A.2.b., above.

To this end, the defendants shall:

1. In addition to the elements contained in subparagraphs 2 through 5 below, develop a plan that shall include a breakdown of the projected average daily prison population according to:

- (a) correctional classification;
- (b) legal status;
- (c) sex;
- (d) adult or juvenile status;
- (e) special program or service requirements; and
- (f) need for proximity to judicial facilities.

2. Design a comprehensive inmate classification plan. Elements of the plan shall include proper classification categories and the custodial, service, and housing needs of

inmates in each category. This plan shall include procedures for periodic classification review and reclassification of inmates when warranted.

3. Develop a housing unit assignment plan that assures that persons shall be housed, within seventy-two (72) hours after admission into the Philadelphia Prison System and thereafter, in accordance with the provisions of the inmate classification plan.

4. Design a comprehensive plan of alternatives to incarceration, for persons who would otherwise be committed to or retained in the custody of the Philadelphia Prison System. Elements of said plan shall include a "good time" program to allow sentenced county prisoners to earn credits toward early parole eligibility; the legislative steps necessary to implement such a program; and the establishment of inpatient drug, alcohol, and mental health treatment facilities with sufficient beds to house, at a minimum, inmates whose bail or sentences require participation in such a program or facility as a condition for release.

5. Develop a plan for expediting the disposition of criminal cases through sentencing. Elements of such plan shall include a determination of the need for additional judges, courtrooms, prosecutorial and defense resources, support staffing, and management and information systems. The plan shall

also include the evaluation of the need for additional courthouse facilities.

C. Physical and Operational Standards. The defendants shall develop physical and operational standards for the operation of their facilities. Defendants shall then apply these standards when making the evaluations and construction plans called for in subparagraphs 1-4, below. Such standards shall comply with constitutional standards and requirements for the incarceration of sentenced prisoners and pretrial detainees, where applicable, and shall comply with correctional industry standards of the American Correctional Association (ACA), with reference to those of the American Jail Association (AJA), the Federal Department of Justice (DOJ), the American Public Health Association (APHA), the American Medical Association (AMA), and the American Bar Association (ABA).

To this end, the defendants shall:

1. Develop physical plant standards and general design guidelines for renovation and new construction capital projects undertaken by the defendants.

2. Conduct an analysis of Philadelphia's existing jail and prison facilities using the physical plant standards and design guidelines developed pursuant to subparagraph 1, above, to determine how each existing facility might best be used, if at all, to house the projected daily prison population; and develop

a plan, including implementation schedule, for necessary physical improvements to existing facilities.

3. Develop a phased plan, including an implementation schedule, for the development of such new correctional capacity as may be necessary to house the projected prison population that cannot be housed in accordance with other provisions of this agreement in existing facilities. The new capacity to be planned and constructed pursuant to this provision shall be based on prison population projections that take into account the effect of changes in the criminal justice system reasonably expected to result from reforms as set forth in Paragraph A.2.b., above.

4. Develop operational standards and guidelines to be applied to the operations of Philadelphia prisons.

D. Capital Projects Management Plan. The defendants shall develop a Capital Projects Management Plan that will specify methods for funding renovation of existing facilities and construction of proposed facilities. Said plan shall also include management systems and structures used to plan and necessary to properly program, site, design, bid, construct, and open the proposed facilities in a fiscally prudent and timely manner. Said plan shall be based on the Prisoner Management Plan developed pursuant to Paragraph B, above.

To this end, the defendants shall:

1. Provide funding for needed capital projects by developing a project funding method and a schedule for the

funding of any proposed new construction and renovations to existing facilities.

2. Develop a Capital Projects Management Plan, which shall be applied to any capital improvements undertaken pursuant to this Agreement.

(a) The Capital Projects Management Plan shall include provisions for performing the following tasks: design review; schedule review; review of proposed design changes; resolution of design disputes; coordination and management of construction; and coordination of design and construction services, including the supplemental services provided pursuant to Paragraph D.2.b.

(b) The Capital Projects Management Plan must provide for the following range of supplemental services:

(i) Cost Estimation: The plan shall provide for independent construction cost estimates for program and design submittals, including the architectural program, schematic design, design development, and construction documents for any project.

(ii) Building Technology: The plan shall provide for the review and approval of submittals in the design development and construction document phases of the design process with respect to compliance of the submittals with the building systems, technologies, and materials proposed by the design team.

(iii) Construction Oversight: The plan shall provide for construction oversight services, including the maintenance and periodic updating of an independent construction schedule against which to assess the performance of contractors and provision of an on-site construction observer for the period of the construction phase of the projects.

E. Operational Management Plan. The defendants shall develop an operational management plan that shall address the management structures, staffing, operational budgets, equipment, procedures, and training necessary to open and operate the required facilities.

To this end, the defendants shall:

1. Develop an operational budget for the prison system based on population projections and construction and renovation plans developed pursuant to other provisions of this Agreement.
2. Develop staff deployment plans including a roster management plan for current and proposed facilities.
3. Develop a policy and procedural system, including manuals of policy and operating procedure, and post orders for all facilities and functional units.
4. Develop a transition and activation plan for the opening of any new or substantially renovated facility that includes a detailed schedule of tasks necessary for the activation of a facility.

5. Develop a training plan, including a schedule for all staff, to operate current and proposed facilities as projected by the Prison Population Management Plan.

F. Management Information Services Plan. The defendants shall develop a plan to provide management information systems (both manual and electronic as necessary) to support and perform all actions called for in paragraphs "A" through "E," above. To this end, the defendants shall develop a strategic systems plan that identifies what information is needed and how it will be managed to support and perform the requirements of this Agreement.

The defendants shall achieve compliance with paragraphs "A" through "F" by performing the activities set forth on the attached Exhibit "A", consisting of three (3) numbered pages and seven (7) unnumbered pages, by each of the dates specified therein. Exhibit "A" is incorporated herein by reference as part of this Appendix and also as a part of the agreement of the parties.

Harris v. City of Philadelphia



JC-PA-001-002