Bobby M. v. Chiles

United States District Court for the Northern District of Florida, Tallahassee Division
February 9, 1994, Decided
Case No. TCA 83-7003-MMP

Reporter: 1994 U.S. Dist. LEXIS 2589; 7 Fla. L. Weekly Fed. D 723

BOBBY M., et al., Plaintiffs, v. LAWTON CHILES, et al., Defendants.

Disposition: [*1] GRANTED in part and DENIED in part.

Judges: Paul

Opinion by: MAURICE M. PAUL

Opinion

ORDER

This cause is before the Court upon Defendants' motion to vacate consent decree (doc. 409). For the reasons stated below, Defendants' motion is GRANTED in part and DENIED in part.

BACKGROUND

This case started as a civil rights class action brought on behalf of all past, present and future children confined to a training school operated by the Florida Department of Health and Rehabilitative Services (hereinafter "HRS") as part of the juvenile justice system of the State of Florida. These training schools house certain children who have been adjudicated as delinquents by the Florida Circuit Courts. The HRS Secretary, who is appointed by and reports to the Governor, prepares and submits all budget requests to the Governor for his review and approval. Once approved, the budget requests are then submitted to the Florida Legislature for funding. The budget, as finally determined by the legislature, fixes the level of staff and programmatic resources available at the training schools as well as capital outlays for physical plant improvements.

The complaint alleged that conditions of confinement at the training schools violated [*2] various constitutional and statutory rights of those youths placed there by the courts. Conditions which were cited included overcrowding, placement of juvenile offenders who committed non-violent crimes with those who had committed violent crimes, intermingling of mentally disturbed juvenile offenders with the other offenders, unsanitary and dangerous physical conditions, inadequate provisions, lack of security, lack of adequate staff, lack of medical and psychological care, abusive punishment including isolation, hog-tying, shackling, and physical abuse, lack of appropriate education, lack of due process in disciplinary matters, mail censorship, restricted access to and communications with family, deprivation of access to courts and attorneys, and lack of aftercare.

The parties negotiated a consent decree which was approved by the court on July 2, 1987 (doc. 273). The relevant provisions of the consent decree are as follows. Section V mandates population reduction at the training schools; it provides that the resident population at each of the training schools would be gradually reduced to no more than 100 youths by July 1, 1990. Section VI provides that HRS would develop a continuum [*3] of care and services which would allow juvenile offenders to progress developmentally and to receive appropriate services and support throughout their time in care. Section VII provides for development of an assessment, classification and placement process to identify the priority needs of each youth for rehabilitation and treatment and place the juvenile in the most appropriate setting according to his needs. Section VIII provides that youths who are confined to the training schools would be limited to those who exhibit serious and/or chronic delinquent behavior. Section IX provides that compliance by the parties with the provisions of the consent decree would be reviewed and reported to the Court by a monitor at a regular interval. As provided in the consent decrees, the Court retained jurisdiction over the cause, and the parties have been fling quarterly reports.

Since the parties have been filing reports, plaintiffs have complained that defendants are not abiding by the guidelines set forth in the consent decree. The monitor has noted several areas of non-compliance. The parties cooperated to end their disagreements, and on April 20, 1992, the Court approved a stipulated settlement [*4] (doc. 357). The stipulated settlement order adopted the continuum plan developed by HRS as part of the consent decree. The continuum plan aims at a systemwide reform and provides for establishment of new programs and services to address the problems of the juvenile justice system as a whole.

DISCUSSION

A consent decree is a negotiated settlement of a lawsuit. As such, it embodies an agreement of the parties and is in

some respects contractual in nature. *Rufo v. Inmates of Suffolk County Jail,* 116 L. Ed. 2d 867, 112 S. Ct. 748, 757 (1992). However, the agreement is enforceable as a judicial decree. *Id.* Since it is a judicial decree, a consent decree is subject to the rules generally applicable to judgments and decrees of a court. *Id.* The well-established rule in this area is that a court of equity has power to vacate or otherwise modify the prospective effect of its decrees in accordance with traditional principles of equity jurisprudence. *Safe Flight Instrument Corp. v. United Control,* 576 F.2d 1340, 1343 (9th Cir. 1978). In the arena of institutional reform litigation, this means that injunctive [*5] reliefs granted by the court do not operate inviolate in perpetuity; the court is not "doomed to some Sisyphean fate, bound forever to enforce and interpret a preexisting decree without occasionally pausing to question whether changing circumstances have rendered the decree unnecessary, outmoded, or even harmful to the public interest." *United States v. City of Miami,* 2 F.3d 1497, 1506 (11th Cir. 1993) (citation omitted).

Defendants move to vacate sections VI, VII, and part of VIII of the consent decree of July of 1987 and the stipulated settlement entered by the Court in April of 1992, on two grounds. First, the defendants contend that their predecessors who agreed to the consent decree in 1987 lacked the constitutional and statutory authority to do so. Second, the defendants argue that the aforementioned sections of the 1987 consent decree and the 1992 stipulated settlement impose obligations upon the defendants that went beyond the general scope of the case as set out in the third amended complaint.

I. Lack of Authority

The defendants argue that a consent decree is essentially a contract that is to be construed pursuant to state law and therefore, [*6] under the Florida constitution, the 1987 consent decree is invalid because their predecessors lacked the constitutional authority to enter into it. Defendants contend that the obligation imposed by the 1987 consent decree and the stipulated settlement, to establish and fund certain programs, is invalid because it requires appropriation of state funds and the power to obligate or appropriate these funds belongs exclusively to the Florida legislature. In short, they argue that their predecessors entered into the consent decree without the requisite authority and therefore those provisions of the 1987 consent decree should be vacated.

Though plausible, the defendants' argument ultimately fails because it does not account for the duality of a consent decree. It is true that, under Florida law, a governing body is not estopped from asserting the invalidity of a contract which it had no power to execute. *P.C.B. Partnership v. City of Largo,* 549 So. 2d 738, 741 (Fla. 2d DCA 1989). However, as much as it is a contract between the defendants and the plaintiffs, the 1987 consent decree is also a decree of this Court and the power of a federal court to order state [*7] officials to comply with a decree enforcing federal law is well-established, *Edelman v. Jordan,* 415 U.S. 651, 94 S. Ct. 1347, 1357-58, 39 L. Ed. 2d 662 (1974), even though it will have an ancillary effect on the state treasury. *Id.* Had the plaintiffs established constitutional deprivations in the litigation, the defendants would have no valid objection that the equitable remedies fashioned by this court also required the appropriation and expenditure of state funds. Having entered into the consent decree rather than bringing the dispute to trial, the defendants cannot now evade portions of the decree premised on such constitutional deprivations on the ground that they did not have the authority to enter into the agreement. To hold otherwise would impugn the authority of this Court and allow the defendants to avoid bargained-for obligations while still retaining whatever the benefits or concessions they obtained during the negotiations.

More to the point, *Washington v. Penwell,* 700 F.2d 570 (9th Cir. 1983), cited by the defendants, does not stand for the proposition that a consent decree [*8] is unenforceable when it conflicts with a state constitution. In *Penwell,* indigent Oregon prison inmates sued prison officials for allegedly denying the prisoners their constitutional right of access to the court. The defendants entered into a consent decree that, *inter alia,* contained a provision for the funding of legal services for the prisoners. Later, the defendants moved to vacate the funding provision of the decree on the ground that they did not have the power to bind the state of Oregon to such financial undertaking. *Id.* at 573. The Oregon constitution, much like the Florida constitution, vests the power to appropriate state funds in the state legislature. *Id.* The district court applied a contractual analysis and vacated the funding provision of the consent decree. *Id.* While the appellate court affirmed the district court's decision, it did so on the basis of the Eleventh Amendment. *Id.* at 574-75. As to the issue applicable to this lawsuit, the appellate court reasoned that when defendants entered into the consent decree, they agreed to do more than what was constitutionally required. *Id.* Since [*9] the authority of a federal court to adopt a consent decree comes only from the law the decree is intended to enforce, the court concluded that the consent decree was enforceable only to the extent constitutionally required. *Id.* Thus, the court in *Penwell* recognized the principle that a consent decree is enforceable notwithstanding conflicts with state constitution, if the decree is required to alleviate violations of federal law. *Id.* at 574.

To the extent that the court decree addresses a constitutional wrong, it is of no consequence that the

decree may conflict with the funding provision of a particular state constitution. Therefore, this Court does not find persuasive the defendants' argument that the 1987 consent decree should be vacated on the ground that it does not comport with the state constitution. [1]

[*10] II. Scope of the 1987 Consent Decree

Although a federal court has the power to restructure the operation of local and state governmental entities, such power is not plenary, *Dayton Board of Education v. Brinkman,* 433 U.S. 406, 97 S. Ct. 2766, 2775, 53 L. Ed. 2d 851 (1977), but is constrained by the nature and scope of the alleged constitutional violation. *Id.* Therefore, any injunctive relief must be crafted so as to address the nature of the constitutional violation itself, *Id.* and be no broader than is necessary to correct the particular violation which prompted the judicial intervention. *Spain v. Procunier,* 600 F.2d 189, 194 (1979). To be enforceable, therefore, the consent decree must 1) "spring from and serve to resolve a dispute within the court's subject matter jurisdiction," 2) "come within the general scope of the case made by the pleadings," and 3) "further the objectives of the law upon which the complaint was based." *Local No. 93 v. City of Cleveland,* 478 U.S. 501, 106 S. Ct. 3063, 3077, 92 L. Ed. 2d 405 (1986). [*11]

In the instant case, what prompted judicial intervention was the unconstitutional conditions of confinement at the state's training schools. Accordingly, the remedy due is the one that will rectify those unconstitutional conditions of confinement.

The plaintiffs argue that the consent decree comes within the general scope of the pleadings because the two main reasons which caused the horrific conditions of confinement at the training schools were inappropriate placements and overcrowding, caused by the systematic failure of the juvenile justice system. They aver that those problems cannot be fixed in a vacuum, but must be connected to a systemwide reform. However, a system-wide remedy can be justified only for a systemwide wrong. *Brinkman,* 97 S. Ct. at 2775. The constitutional violations alleged in the third amended complaint were not systemwide violations. Arguably, they may have been "caused" by some failure within the juvenile justice system. Just as the allegations of constitutional violations were confined to conditions existing at the training schools, so too the relief granted by the consent decree must be confined.

[*12] The plaintiffs argue in the alternative that the consent decree is still valid because parties to a consent
decree could agree to broader relief than the court could have awarded after a trial. Although the plaintiffs tacitly concede that this Court may not have ordered defendants to establish a systemwide program of continuum of services after a trial on the merits, they argue that the decision in *Local No. 93 v. City of Cleveland,* 478 U.S. 501, 106 S. Ct. 3063, 92 L. Ed. 2d 405 (1986), allows the parties to agree to a broader relief. However, the opinion in *Local No. 93* makes it clear that, although the parties may agree to a broader relief in a consent decree, the consent decree will not be enforced if it is "otherwise shown to be unlawful." *Id.* at 3077. The relief demanded by the plaintiffs would bind the State of Florida to reform the whole juvenile Justice system, not just correct conditions at the training schools. Because the defendants lacked the authority to enter into such a consent decree under the Florida constitution, the consent decree would be unenforceable between the parties as a contract. The only [*13] way such a consent decree could be enforceable is if this Court had the power to fashion such a remedy after a trial on the merits. However, this Court could not have ordered the defendants to reform the whole juvenile justice system based on a complaint which only alleged violations of conditions existing at the training schools.

On the other hand, if the scope of the consent decree is limited to the training schools, it would be enforceable even if the decree is infirm under the Florida constitution. This Court had jurisdiction to hear an action to redress the deprivation of constitutional rights. A consent decree that addresses the deprivations found to exist at the training schools would then come within the general scope of the case as made by the pleadings and would also further the objectives of the Constitution. Such a consent would be enforceable and would be enforced by this court.

The authority to structure the juvenile justice system of the State of Florida is reposed in the Legislative and Executive branches of the government and, as long as the system operates in a constitutionally permissible fashion, this court should not interfere with that process.

Accordingly, it [*14] is ordered that the 1987 consent decree and the 1992 stipulated settlement will be enforced only to the extent necessary to rectify constitutional problems existing at the training schools.

A status conference will be held by this court on March 4, 1994, at 10:00 a.m. in Tallahassee, Florida. Prior to that status conference, each party shall submit a memorandum outlining its position as to the future course of conduct between the parties and whether this court may now relinquish jurisdiction of the matter. The parties *will not* reargue the merits of this order, orally or in writing.

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[1] The defendants also argue that they lacked statutory authority to agree to the 1992 stipulated agreement because certain provisions of Sec. 45.062, Fla. Stat. were not followed. This argument is unpersuasive for the same reasons.