

CONFIDENTIAL AND PRIVILEGED ----- ATTORNEY WORK PRODUCT

NORTH CAROLINA  
DURHAM COUNTY

**MEMORANDUM OF AGREEMENT**

Subject to the approval and authorization of the Durham County Board of Commissioners, this Agreement is entered into this 8<sup>th</sup> day of March, 2019 by and between Durham County (hereafter referred to as "COUNTY") located at 200 East Main Street, Durham, NC 27701, the Durham County Sheriff's Office (herein after referred to as "Sheriff") and the Estate of Uniece Fennell, Julia Graves, Administratrix located at 4475 Jimmy Durante Blvd Las Vegas, NV 89122 Apt. 216 (hereinafter referred to as "the Estate") and also collectively referred to as the Parties

**WHEREAS**, the Parties are potential litigants to an action not yet filed in the State or Federal Courts of North Carolina involving an alleged wrongful death of Uniece Fennell which occurred in the Durham County Detention Facility on March 23, 2017; and

**WHEREAS**, the COUNTY is represented by the Durham County Attorney's Office and the Estate of Uniece Fennell is represented by the Southern Coalition for Social Justice; and

**WHEREAS**, the Sheriff is represented by Stephany Hand Biggs, Durham County Sheriff's Attorney; and

**WHEREAS**, the Parties are desirous of resolving many of the issues that exist in this matter by agreement, thereby reducing the length and expense of trial if this dispute proceeds to court; and

**WHEREAS**, Parties have engaged in good faith discussions and negotiations to come to a mutually agreeable and acceptable resolution to some aspects of this dispute; and

**WHEREAS**, with regards to the following issues, the parties have agreed to the terms of this Memorandum of Agreement and in good faith pledge to assert its best efforts to perform and accomplish the terms and provisions of this Memorandum of Agreement.

**NOW THEREFORE**, for and in consideration of the mutual covenants and commitments contained herein and the mutual benefits to result therefrom, the Parties hereby agree as follows:

1. The Durham County Sheriff's Office and the Durham County Commissioners commit to having all known suicide hazards removed from Durham County Detention Facility by the end of 2019.
2. The Durham County Commissioners commit to study, explore and construct, if feasible, an expanded Durham County Youth Home or develop some reasonable alternative plan for total sight and sound separation between juveniles and adults in Durham County. Only after all reasonable efforts to find an in-county placement solution have been exhausted can Durham County children be housed in an out of county facility.
3. The Durham County Sheriff's Office, the Durham County Commissioners, will issue a formal policy prioritizing space in the Durham County Youth Home for Durham County juveniles over juveniles from other jurisdictions.
4. The Durham County Sheriff's Office will commit to having all current officers at the Durham County Detention Facility undergo Alliance sponsored Crisis Intervention Training for Detention Officers by December 2021 and will commit to having at least one supervisory officer present at the Durham County Detention Facility who has undergone Therapeutic Aggression Control Techniques (TACT) training (still being researched), is capable of making an additional assessment, and has authority to call for additional help as needed.
5. The Durham County Commissioners agree to have available a Licensed Clinical Social Worker (LCSW) with the ability to consult with a psychiatrist who is on call 24/7 or available to come to the facility whenever called by the LCSW. The LCSW must have the authority to request a detainee be treated within the facility, in a special isolation unit, or at an outside hospital if within the scope of his/her legal authority, depending upon what the situation demands. If admittance to an outside hospital is beyond the scope of the LCSW's legal authority, the on-call medical doctor will be consulted for purposes of admission.
6. The parents and/or guardians of any unemancipated juvenile in custody in Durham County, whether at the Youth Home or at the Durham County Detention Facility, must be alerted within a reasonable time whenever there

is a life-threatening medical condition, suicide attempt or threat of self-harm, if such parental/guardian identity and contact information are known or discoverable within the agency's database.

7. The Durham County Sheriff's Office commits to implementing meaningful accountability for staff who violate Durham County Detention Facility policies and procedures, such as meaningful internal investigations of complaints by detainees and meaningful investigations of mistreatment by jail staff.
8. In exchange for Durham County's payment of \$650,000 paid to Julia Graves, individually and as Administratrix of the Estate of Uniece Fennell, Deceased, Julia Graves, individually and as Administratrix of the Estate of Uniece Fennell, will release Clarence Birkhead, Durham County Sheriff, Correct Care Solutions, LLC, County of Durham and any and all persons and entities from any and all claims arising out of the arrest and incarceration of Uniece Fennell.
9. Julia Graves, individually and as Administratrix of the Estate of Uniece Fennell, will sign a general release prepared by the Office of the Durham County Attorney.
10. Parties agree that it will bare its own costs, including but not limited to attorneys' fees; and all liens, if any, shall be satisfied with the above-mentioned payment.
11. The parties agree that if either party is out of compliance, they will notify the opposing party. Within 30 days of notification the opposing party shall respond to such notification. In the event that there is still disagreement between the Parties, the Parties shall submit to mediation. Only after mediation is unsuccessful may the Parties move to enforce the Settlement Agreement.
12. The person(s) executing this Agreement on behalf of Durham County, the Durham County Sheriff's Office and the Estate of Uniece Fennell has authority to do so as an official, binding act of each Party.
13. This Agreement contains the entire agreement between the parties and supersedes any previous agreements and proposals, oral or written, related to the

subject matter hereof. Any modification or amendments to this Agreement shall be effective only if made in writing and signed by all Parties.

14. The Parties agree not to raise the statute of limitations as a defense.

15. The Parties agree that this Memorandum of Agreement shall require court approval and the terms and conditions of this agreement shall be incorporated into, and become the terms and conditions of the court order.

**IN WITNESS WHEREFORE** this Agreement is executed as of the first date written above.

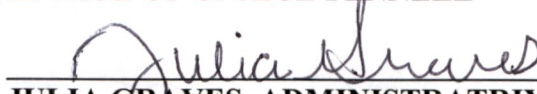
**COUNTY OF DURHAM**

  
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**WENDY JACOBS, CHAIRPERSON OF  
THE DURHAM COUNTY BOARD  
OF COMMISSIONERS**

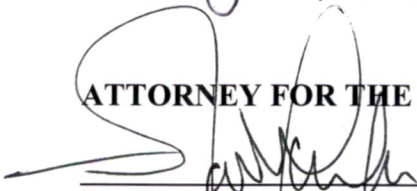
**DURHAM COUNTY SHERIFF'S OFFICE**

  
\_\_\_\_\_  
**CLARENCE F. BIRKHEAD, DURHAM  
COUNTY SHERIFF**

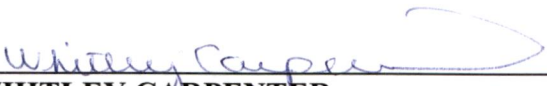
**ESTATE OF UNIECE FENNELL**

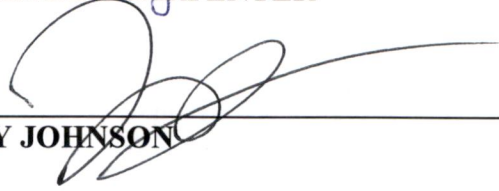
  
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**JULIA GRAVES, ADMINISTRATRIX OF THE ESTATE**

**ATTORNEY FOR THE ESTATE**

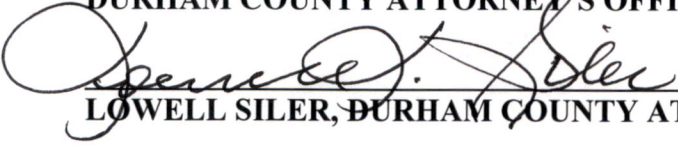
  
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**IAN MANCE**

  
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**WILLIAM HARRY EHLIES, II**


  
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**WHITLEY CARPENTER**

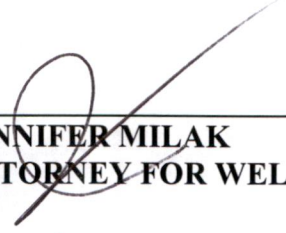
  
\_\_\_\_\_  
**IVY JOHNSON**

**DURHAM COUNTY ATTORNEY'S OFFICE**

  
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**LOWELL SILER, DURHAM COUNTY ATTORNEY**

  
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**WILLIE S. DARBY, SENIOR ASSISTANT DURHAM  
COUNTY ATTORNEY**

  
\_\_\_\_\_  
**STEPHANY HAND BIGGS DURHAM COUNTY  
SHERIFF'S ATTORNEY**

  
\_\_\_\_\_  
**JENNIFER MILAK  
ATTORNEY FOR WELLPATH**

## SETTLEMENT AGREEMENT

THIS AGREEMENT has been entered into between JULIA GRAYES,  
AS ADMINISTRATRIX OF THE ESTATE OF UNICE FENNEL ("PLAINTIFF") and  
DURHAM COUNTY, ET. AL.  
("DEFENDANT") as a result of a mediated settlement conference completed upon  
the date subscribed below.

PLAINTIFF and DEFENDANT agree as follows:

1. PLAINTIFF agrees to the following: AS AGREED TO IN ATTACHED  
MEMORANDUM OF AGREEMENT
2. DEFENDANT agrees to the following: AS AGREED TO IN  
the attached memorandum  
of agreement
3. PLAINTIFF and DEFENDANT agree that the proceeds of the check will  
not be disbursed by PLAINTIFF's attorney until such time as a release and  
~~dismissal with prejudice, or consent judgment, have been executed and the~~  
~~dismissal or consent judgment filed with the appropriate court, and the release~~  
~~and filed copies of the dismissal or consent judgment forwarded to DEFENDANT's~~  
attorney. FORWARDED
4. Any and all claims which PLAINTIFF and DEFENDANT may have  
against one another, described in the litigation pending in the Superior Court, case  
number \_\_\_\_\_ will, after distribution of funds and execution, filing  
and delivery of the appropriate release and dismissal with prejudice or consent  
judgment, be settled and discharged completely.
5. The parties shall be separately responsible for their own attorney's  
fees and the costs of the case.
6. The parties acknowledge that the mediator has advised them by this  
document to consult their individual legal counsel before executing this  
agreement.
7. PLAINTIFF AND DEFENDANT ACKNOWLEDGE THAT ALL OF THEIR  
AGREEMENTS REACHED IN THE MEDIATED SETTLEMENT CONFERENCE, AND  
EVERY PART OF EVERY AGREEMENT SO REACHED, ARE SET OUT ABOVE.

This the 8 day of March, 2019.

Mia Graves by [Signature]  
PLAINTIFF Attorney for PLAINTIFF

[Signature]  
DEFENDANT Attorney for DEFENDANT

[Signature]  
Attorney for Sheriff  
Willie S. Darby  
Atty for County

[Signature]  
wellpath subj. to approval  
by