

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,

Plaintiff,

v.

**DISTRICT OF COLUMBIA HOUSING
AUTHORITY,**

Defendant.

Civ. No. 2020 CA 002740 B

Judge Fern Flanagan Saddler

CONSENT JUDGMENT AND ORDER

This **CONSENT JUDGMENT AND ORDER** (“Consent Order”) is made this **10th** day of **September, 2020**, by and between Plaintiff District of Columbia, through the Office of the Attorney General (the “District” or “OAG”), and Defendant District of Columbia Housing Authority (“DCHA”), to address the drug- and firearm-related nuisance activity at ten (10) public housing properties:

WHEREAS this case concerns the following public housing complexes (each, a “Property”; collectively “Properties”):

Carroll Apartments
Benning Terrace Apartments
James Creek Apartments
Kenilworth Courts Apartments¹
Langston Terrace and Additions
LeDroit Apartments and Kelly Miller Apartments
Lincoln Heights Apartments
Richardson Dwellings Apartments
Stoddert Terrace Apartments and
Syphax Gardens Apartments.

See **Exhibit A** for full list of property addresses.

WHEREAS, District of Columbia Housing Authority is the owner of the Properties;

¹ Any property within Kenilworth Courts Apartments that is neither owned nor managed by DCHA shall not be a Property subject to this Consent Order.

WHEREAS on June 9, 2020, the District filed a Complaint (“Complaint”) for violations of the Drug-, Firearm-, or Prostitution-Related Nuisance Abatement Act, D.C. Code §§ 42-3101–42-3114, to compel DCHA to abate drug- and firearm-related nuisances at the Properties; and

WHEREAS, DCHA admits no wrongdoings as set forth in the Complaint; and

WHEREAS, the DCHA and OAG desire to resolve this matter in lieu of continuing litigation.

NOW, THEREFORE, based on the agreement of DCHA and the District in lieu of continuing litigation, the following is hereby **ORDERED**:

1. **JURISDICTION**. The parties agree that this Court has subject matter jurisdiction and personal jurisdiction in this action.
2. **SECURITY PLAN**. DCHA agrees to institute the following security plan at the Properties which shall be maintained and remain in place for as long as DCHA owns, operates, or manages the Properties for the term of this Consent Order:

(a) Exterior Lighting

- i. DCHA shall install and maintain exterior lighting fixtures in accordance with the deadlines in **Exhibit B**.
- ii. DCHA shall alter the location of lighting, upon mutual agreement of DCHA and the District, based on areas of criminal activity in the Properties. DCHA shall maintain branches and trees that are on the Properties, and around the lighting, to avoid obstructions.
- iii. Dumpsters will be moved to avoid visual obstruction of the lighting.
- iv. DCHA shall repair or replace any non-functioning exterior lighting within five (5) business days of notice of defective light fixtures.

(b) Security Cameras

- i. DCHA shall install and maintain a high-definition security camera system, in consultation with the Metropolitan Police Department (“MPD”) and in accordance with the locations and deadlines indicated in **Exhibit C**, to fully capture the exterior of the Property to avoid material visual obstruction.
- ii. Dumpsters will be moved to avoid visual obstruction of camera views.
- iii. DCHA shall provide electronic access to security cameras to MPD. Access to security camera footage also will be maintained at a central

location at current (1133 North Capitol Street, NE, Washington, DC 20002) or future DCHA headquarters, but available to MPD remotely.

- iv. DCHA shall provide to OAG and MPD the following information regarding all high-definition security cameras located on the Property: invoices, brand, serial number(s), and specific location(s) for each camera.
- v. DCHA shall cause non-operational cameras to be repaired and access to the footage shall be restored within five (5) business days.
- vi. Following the installation of exterior lighting and security cameras in accordance with this security plan, DCHA must repair and replace such exterior lighting and security cameras as needed with fixtures and equipment of equal or greater quality and capabilities, maintaining the same coverage as the locations in **Exhibit C**. DCHA shall have the opportunity to modify the placement of exterior lighting and cameras annually by agreement with the District.

(c) “No Trespassing” and “No Loitering” Signs

- i. Within five (5) business days of signing this Consent Order, DCHA shall install and maintain signs in the common areas (e.g. sidewalks, stairways into buildings, common land) at the Properties that read: “For Resident Use Only. No Trespassing or Loitering by Others”.
- ii. DCHA will maintain branches and trees around the signs to avoid obstructions. Any dumpsters and other obstructions will be moved to avoid visual obstruction of the signs.
- iii. DCHA shall enforce the signage requirements enumerated in Section 2(c)(i), through written notice to individuals (a copy to be maintained by DCHA) to prevent those who do not reside at the Properties, or those who are not with individuals who reside at the Properties, from remaining at the Properties.

(d) Abandoned Vehicles

- i. Within thirty (30) days of signing this Consent Order, DCHA will compile, and property managers will maintain, a list of vehicles that are owned by DCHA tenants and their guests to identify accurately which vehicles on the Properties are abandoned.
- ii. DCHA will ticket abandoned vehicles and within five (5) business days of identifying vehicles as not belonging to a tenant, guest, or other

occupant of the Properties will request an outside contractor to tow such vehicles.

- iii. On a weekly basis DCHA will inspect each Property for abandoned vehicles and cause abandoned vehicles to be ticketed and towed.

(e) Securing Entrances to Residential Buildings

- i. Upon identification or report of a malfunctioning door at the Properties, DCHA shall repair or replace the door and ensure functionality. This repair or replacement must take place within one (1) day if in-house supplies are available or within two (2) days if an outside contractor is required.
- ii. As part of the security camera installation provided in 2(b), DCHA shall use point and tilt zoom cameras near entrances of multifamily unit buildings. DCHA shall prioritize security patrols based on the data they retrieve from the security cameras.
- iii. If a Property has a security guard, the security guard shall require all guests entering the Property to sign into a visitor's log.

(f) Property Maintenance: DCHA shall perform regular maintenance of the grounds of each Property, including but not limited to pruning of overgrown vegetation, mowing the lawns, and trash collection twice per week. For Properties managed by Homeowners associations, DCHA shall include these requirements in the related management agreement.

(g) Vacant Units

- i. As of the date of this Consent Order, DCHA proposes to rehabilitate approximately 250 units on the 10 Properties during the second quarter of 2021. DCHA will provide an update to the District as to the vacancy and construction status of those units monthly by e-mail by to undersigned counsel or other designees seven (7) days before the beginning of each new month.
- ii. Within five (5) days of signing this Consent Order, DCHA will secure all vacant units with boards and lock boxes. Upon knowledge of a unit becoming vacant, unless otherwise not permitted by DC Code 42-3505.51, DCHA will secure the unit within seven (7) business days.
- iii. DCHA shall ensure that all vacant units in the Properties remain secured. DCHA's Public Safety Officers (including security guards, special police officers, and police officers) shall check the security of vacant units on each shift, utilizing a report sheet. *See Exhibit D* for

sample report sheet. During the meetings outlined in 2(i) below, DCHA shall include on the agenda the status of the vacant units on the applicable Properties. For purposes of clarity, nothing in this section shall preclude DCHA from re-entering any secured vacant units in order to provide for repairs in the vacant units that have damages that is negatively impacting adjacent occupied units.

(h) Early case detection and referral

- i. DCHA shall add to its notices to tenants relating to criminal activity by tenant, occupant, or guests of the tenant (also called “Fightback” notices) that the tenant has ten (10) business days to notify DCHA that they wish to request a meeting with the DCHA contact person (whose name and contact information will be identified in the notice), to discuss the claims in the notice and attempt to arrive at a resolution to the notice. The tenant may bring any advocate (including an attorney or case worker) to the meeting. If no request is received from the tenant, a case may be filed immediately at DCHA’s sole and absolute discretion. If a meeting is requested, it will be scheduled within twenty (20) business days from the date of the request. If the matter is not resolved during the meeting or any subsequent agreed-upon meeting, DCHA may immediately file an action in court. This notice must be preceded by the referrals outlined in 2(h)(ii).
- ii. Within three (3) days (or the next business day if the third day falls on a weekend or holiday) of identifying drug- or firearm-related activity within the security camera monitoring, and corroborated with an MPD incident report, and the specific unit number where the activity occurred, and/or individuals who engaged in the activity are identified, independent of whether charges have been brought by law enforcement, DCHA shall provide the tenant with an e-mail address (DCHAEvictionPrevention@gmail.com) and a flyer (See **Exhibit E**) for available non-profit legal services. DCHA will also provide individuals who require mental health services with an address and telephone number for the Department of Behavioral Health (“DBH”) at: <https://dbh.dc.gov/page/apra>.

(i) Community Engagement

- i. DCHA shall invite their Resident Councils to quarterly meetings for each MPD District, rotating locations of the meetings at the Properties within the MPD Districts, to discuss the following: issues involving illegal activity at the DCHA Properties in that MPD District; the residents’ view of the level of success of the security plan; the availability of services to address crime reduction more holistically; and

ways non-policing and restorative justice may resolve issues of drug- and firearm-related criminal activity at the Properties.

- ii. These meetings shall be attended by DCHA Area and Housing Managers and DCHA Office of Resident Services.
- iii. Invitations shall also be extended to representatives from DCHA's landlord and tenant counsel, DCHA's Office of General Counsel, DCHA's Office of Public Safety, MPD, OAG, and DBH, nearby hospital and other learning institutions for medical professionals, and legal services providers (e.g., Bread for the City, Empower DC, Legal Counsel for the Elderly, Neighborhood Legal Services Program, Rising for Justice, The Legal Aid Society of the District of Columbia, Washington Lawyers Committee, and Washington Legal Clinic for the Homeless). Attendance of representatives from the various entities and organizations are not required for DCHA to be in compliance with Section 2(i)(i) and this Section.
- iv. Tenants will be able to invite supporters (e.g., community social workers or other organizational representatives) to be present at the meetings. During the public health emergency period, as defined by Mayoral Orders, these quarterly meetings may be conducted virtually using WebEx or any other similar online platform.

(j) Physical Security Coverage

- i. By October 31, 2020, DCHA shall add six (6) special police officers to its security personnel; and by January 31, 2021, DCHA shall add six (6) additional special police officers and two (2) DCHA police officers in order to ensure that the Properties have adequate security coverage from the hours of 3 p.m. to 7 a.m., daily. By January 31, 2021 DCHA will use these additional security personnel to supply the following security coverage for the two aforementioned shifts needed each day at the Properties: three (3) security personnel covering Benning Terrace, Kenilworth Courts, Lincoln Heights, Richardson Dwellings, and Stoddert Terrace; two (2) security personnel, covering Carroll Apartments, James Creek and Syphax Gardens; one (1) security personnel covering Ledroit Apartments and Kelly Miller Apartments; and one (1) security personnel covering Langston Terrace. Nothing in this Consent Order prevents OAG from petitioning the Court, with or without DCHA's consent, for greater security coverage based on crime trends at the Properties.
- ii. DCHA shall provide security personnel schedules (covering security personnel's names, contact information, location of coverage, coverages dates and times) to OAG by e-mail to undersigned counsel

or other designees seven (7) days before the beginning of each new month.

- iii. When conducting patrols of the properties, all security personnel shall be equipped with DCHA mobile phones which will have a reporting application allowing for instantaneous updates to DCHA OPS Headquarters and DCHA Property Management. Using the data collected from these patrols, DCHA will conduct a daily analysis and will program the security cameras at the Properties referenced in 2(b) above to focus on property locations where crime is trending.
- iv. DCHA shall ensure that the armed DCHA officers or special police officers will, as part of their duties, enforce barring notices pursuant to Section 2(k) below and will take the enforcement actions pursuant to Section 2(c)(iii) above.
- v. The parties reserve the right to request an in person or virtual meeting, each month, after the reports are submitted to the District as required by Sections 2(g)(i) and 2(k)(ii).

(k) Barring Notices

- i. DCHA, on its own initiative or at the request of the District and/or MPD, shall bar individuals identified as having engaged in drug- and firearm-related criminal activities at the Properties who are not tenants or authorized occupants (i.e., identified in a lease as an authorized occupant) but are guests of tenants, authorized occupants or trespassers of the Properties for a period of up to five (5) years or until such earlier time which conform with D.C. municipal barring regulations.
- ii. DCHA shall submit copies of all served barring notices with the monthly report that DCHA is to submit to the District seven (7) days prior to the beginning of each month.
- iii. DCHA shall ensure that the armed DCHA officers and special police personnel on duty are trained to identify individuals who are the subject of barring notices, serve barring notices, and arrest (or call MPD to arrest) individuals who violate the barring notices when appropriate.
- iv. DCHA shall fully cooperate with the prosecution of criminal charges relating to activities on the Properties, including, but not limited to, providing oral or written testimony for litigation.

3. **PROPERTY WALK-THROUGHS**. Beginning within five (5) days of signing this Consent Order, DCHA staff will walk each property at least once daily, nine (9) times per week, using the checklist included in **Exhibit F** to ensure DCHA is complying with the

security requirements of Sections 2(a) through 2(g). DCHA shall maintain the checklist within an on-line application. In the case of townhomes which DCHA does not manage it will include this walk thru checklist requirement in its management agreement.

4. **VIOLENCE INTERRUPTION PROGRAM.** DCHA shall pay to the District \$500,000, made in five \$100,000 annual payments, the first to be received by January 31, 2021, and the remaining payments to be received by the 31st of January for the four ensuing years through the last payment due January 31, 2025. The payment shall be made to the Office of the Attorney General in any way and manner (e.g. check, cashier's check, direct deposit) required by the OAG. The payments will be used for violence interruption services in and around one or more of the Properties. The progress and implementation of such violence interruption program may be discussed during a requested meeting as provided under Section 2(j)(v).
5. **INSPECTION.** The District, by and through its agents, reserves the right to inspect, without notice, the exterior grounds and common areas of the Properties to confirm DCHA's compliance with the terms of this Consent Order.
6. **ENFORCEMENT OF TERMS BY OAG.** The Court retains jurisdiction over this matter in the event of default. If DCHA fails to comply with or complete the obligations set forth in Paragraphs 2 or 3 above or with this paragraph, OAG may provide written notice of such failure or deficiency ("Notice of Default") to DCHA's Executive Director and General Counsel via e-mail, and which shall provide, and must so state, that DCHA shall have fourteen (14) days to cure such failure(s) or deficiency(ies) specified in the Notice of Default. Should DCHA fail to timely complete the obligation(s) identified in the Notice of Default, OAG shall have the right to file against DCHA in the Civil Division of the Superior Court of the District of Columbia and provide a motion to show cause why DCHA should not be held in contempt of Court for violating this Consent Order. If the Court holds that DCHA is in contempt of this Consent Order, DCHA and the District agree that DCHA shall pay a \$150 per day penalty to the District for each Property which remains non-compliant following the foregoing notice of default and cure period. DCHA shall maintain the right to an evidentiary hearing on any motion to compel compliance filed by the District.
7. **TERM OF AGREEMENT.** This Consent Order shall remain in effect for five (5) years from the date of execution of this Consent Order, or for such length of time as DCHA remains the owner of the Properties, regardless of change of management of the Properties. Nothing in this Consent Order prevents the District from filing any enforcement action based on new drug- and firearm-related nuisance activity on any of the Properties. DCHA reserves all defenses to any such action.
8. **APPLICABILITY OF THIS AGREEMENT.** The obligations under this Consent Order shall only be the obligations of the Parties to this Consent Order.

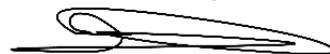
Date: September 10, 2020

Respectfully Submitted,

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IT IS SO ORDERED.

Judge Fern Flanagan Saddler

Date