

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TWELVE JOHN DOES, et al.,)
)
) Plaintiffs,)
)
) v.) Civil Action No. 80-2136
)
DISTRICT OF COLUMBIA, et al.,)
)
) Defendants.)

CONSENT DECREE AMENDING FINAL
SETTLEMENT AGREEMENT AND CONSENT DECREE

The parties to the above-captioned case, having determined that the Settlement Agreement should be modified, in the best interests of both the plaintiff class and defendants, to provide for an increased commitment on the part of defendants to remedy existing population, construction, environmental, and other problems at Central and to create a graduated system of sanctions to be applied in the event of defendants' failure to do so, jointly move for entry of this Consent Decree to amend the Final Settlement Agreement and Consent Decree (the "Settlement Agreement") and this Court's Order of December 17, 1982, as amended on February 1, 1983 (the "December Order") in the following respects:

1. All walk-through metal detectors required by Item III of the Settlement Agreement shall be installed in good working order according to the following schedule:

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- (a) the three detectors in separate structures by September 15, 1983.
- (b) the malfunctioning detector in the Visitors' Entrance Building shall be replaced by a new detector, now on order, within 10 days following delivery which is scheduled for August 18, 1983.

2. The dormitory intercom system required by Item III of the Settlement Agreement shall be installed and in good working order within 90 days of the receipt of equipment now on order from Germany. The projected delivery date for the intercom system is December 31, 1983.

3. The additional security lighting required by Item III of the Settlement Agreement shall be installed and in good working order by September 30, 1983.

4. The contract for the expansion of the Control Cells at Central required by Item I of the Settlement Agreement shall be issued no later than September 29, 1983, and the construction shall be completed and the cells ready for occupancy by August 1, 1984. The District further commits to supply funding to accelerate the contract work if the project falls behind schedule.

5. The old Furniture Repair Shop in the Maximum Security Facility shall be converted into an 80-unit cell-block as required by Item II of the Settlement Agreement and be ready for occupancy by September 30, 1983.

6. The correctional officer complement (as defined by Item IV of the Settlement Agreement) shall be maintained at all times at the level of 331 officers, with no more than 17 of such officers not available for duty, by September 15, 1983.

7. The critical minimum level of correctional officers on each shift shall be maintained at all times. No correctional officers shall be assigned to other institutions unless all posts specified on the trick chart attached as Exhibit 3 to the Settlement Agreement are manned, except in an emergency such as a major disturbance.

8. Every resident transferred to Central henceforth shall first have been fully processed by the Receiving & Diagnostic Center ("R&D Center") located at the Central Detention Facility (the "CDF"), as described in Item V and Exhibits 5 and 6 to the Settlement Agreement, with the sole exception of residents who previously have been fully processed by the Receiving and Diagnostic Center. For all residents who were previously excluded from R&D Center processing pursuant to the provisions of Exhibit 5, the diagnostic process shall be modified consistent with the pertinent considerations in individual cases, such as length of sentence.

9. Every resident introduced into the general population at Central henceforth shall be processed by the Orientation Unit at Central, as described in Item V and Exhibit 8 of the Settlement Agreement, with the sole exception

of residents who previously have been fully processed by the Orientation Unit.

10. Defendants shall certify by September 15, 1983, that all new residents transferred into Central after July 1, 1983, who will be residents of Central after September 15, 1983, have been fully processed by the Orientation Unit.

11. Defendants shall produce by November 15, 1983, an appropriate diagnostic package equivalent to the package contained in Exhibit 6 to the Settlement Agreement, for each new resident transferred into Central after July 1, 1983, who will reside in Central after November 15, 1983. However, for residents who were previously excluded from R & D Center processing pursuant to the provisions of Exhibit 5 of the Settlement Agreement, the diagnostic process and package shall be modified consistent with pertinent considerations, such as length of sentence.

12. The former Dormitory 26 shall be devoted to use as office space for the Orientation Unit, and its use as a dormitory for sleeping and living shall cease, by September 15, 1983.

13. In order to assure compliance with the environmental health and sanitation standards established in Item VI of the Settlement Agreement, defendants shall immediately designate a team of no less than four employees of the Department of Corrections and the Department of General

Services, none of whom were detailed at Central prior to August 12, 1983. None of the environmental team members will be counted towards the fulfillment of any other staffing requirements contained in the Settlement Agreement, the December Order, or this Consent Decree. The primary responsibility of each team member shall be to correct deficiencies at Central, including specifically those itemized in the March 1983 inspection report. The team will be supplemented with additional Department of General Services and Department of Corrections employees and contractors as needed to effectuate timely correction of any deficiencies presently noted or which may be noted in future inspections.

14. The environmental team identified above, supplemented as needed, shall correct each of the deficiencies identified in the March 1983 inspection report according to the schedule set forth in Appendix I to this document. Appendix I itemizes deficiencies which defendants will correct within 30 days, within 90 days, and in more than 90 days (but without delay), and deficiencies for which defendants shall seek waivers. Upon denial of such a waiver request defendants shall provide a schedule which will expeditiously accomplish the correction of the deficiency noted, unless further modification of the Settlement Agreement is obtained from the Court. Correction of each of the deficiencies noted in Appendix I constitutes a separate commitment of defendants; failure to correct any one by the specified

deadline shall result in the assessment of monetary penalties in accordance with paragraph 25 of this Consent Decree.

15. Defendants shall certify compliance by January 10, 1984 with the following portions of Item VI of the Settlement Agreement:

- a) Ventilation
- b) Accident and Fire Prevention and Preparedness
- c) Plumbing
- d) Solid Waste Management
- e) Housekeeping and Maintenance
- f) Pharmaceutical Services
- g) Industries

Defendants' certification shall be based upon those deficiencies identified in the March 1983 inspection report and subsequent inspection reports. Defendants shall provide appropriate documentation confirming said compliance.

16. Defendants shall complete additional dormitory lighting and certify compliance with the dormitory lighting provisions of the Settlement Agreement within 60 days of receipt of lighting fixtures which are presently on order and projected for delivery on September 30, 1983. Defendants shall provide appropriate documentation of said compliance.

17. Defendants shall prepare a report on or before September 15, 1983, which will itemize interim measures which could be taken to improve ventilation and availability of plumbing fixtures in the dormitories which

are to be renovated in the future. Defendants' and plaintiffs' counsel shall then negotiate the precise measures which should be implemented and the locations in which those efforts should be taken. Defendants are committed to expeditiously implementing interim measures in said dormitories on a cost effective basis.

18. Absent evidence of extraordinary circumstances, defendants shall request no waiver or variance of D.C. laws and regulations pursuant to Item VI of the Settlement Agreement after October 15, 1983, as to items identified in previous inspection reports.

19. Physical barriers shall be erected to prevent unauthorized access from the dining hall and food service area to the food preparation and storage area by December 31, 1983.

20. Defendants shall maintain 12 steward positions to work in the Central food service and preparation area, all of which shall be presently filled. In the event of any vacancies in said positions, defendants shall promptly fill them through reassignment or recruitment and hiring of replacements.

21. Defendants shall complete the improvements in the medical facilities required by Item VII of the Settlement Agreement by October 30, 1983.

22. An upholstery apprentice program as required by Item VII of the Settlement Agreement shall be commenced by September 15, 1983.

23. The tire retreading shop building, referred to in Item VIII of the Settlement Agreement, shall be completed by April 30, 1984. Thereafter defendants shall

expeditiously commence operation of that program which is projected to be accomplished within 60 days following completion of the building.

24. By November 15, 1983, defendants shall identify (and request reprogramming, if required) and commit \$200,000 for the conversion of the Old Bakery Building into additional program space. Said conversion shall thereafter be expeditiously executed and is expected to be completed within six months after the funding is transferred to the District's Department of General Services.

25. Defendants shall be automatically assessed a penalty of \$250 per day for each day during which they are in non-compliance with any one or more of the above provisions of this Consent Decree (other than paragraphs 8 or 9) after the date of this Consent Decree, except that:

- a) non-compliance with the thirty-day deadline for correcting all deficiencies designated with the letter "A" in appendix I shall result in the assessment of a penalty of \$50 per day for the first thirty days of non-compliance, and \$250 per day for each day of non-compliance thereafter; and
- b) non-compliance with paragraphs 8 or 9, supra, shall result in a penalty of \$250 for each resident transferred improperly, said penalty to be assessed in addition to any other penalties assessed under this paragraph.

26. Defendants shall reduce the total population of Central to the adjusted rated capacity established in Item IX of the Settlement Agreement. The individual capacity of Dormitory 25 shall be readjusted to reflect its

recent renovation, and the total capacity adjusted accordingly. Dormitory 24B shall be given a rated capacity in accordance with the formula incorporated in Item IX, but shall not be counted toward the total capacity unless it is in substantial compliance with all the environmental health and sanitation standards enumerated in Item VI of the Settlement Agreement by October 1, 1983.

27. Defendants shall be automatically assessed the following per diem penalties commencing ninety (90) days from the signing of this Consent Decree for failure to bring the population of Central to within 5% of the adjusted rated capacity in effect:

- (a) \$1,000 per day for the first thirty (30) days;
- (b) \$5,000 per day for the next sixty (60) days; and
- (c) \$10,000 per day thereafter.

28. In the event that defendants are in full compliance with the above paragraphs 26 and 27 for a period of ninety (90) days or more, the automatic fines of paragraph 27 shall no longer be applicable and the sanctions of the Settlement Agreement shall be the only applicable sanctions for exceeding adjusted rated capacity.

29. Paragraph number 3 of the December Order is hereby modified by deleting the first two lines thereof and the date "March 1, 1983," and substituting in lieu thereof

the following: "Unless defendants are in substantial compliance with the Settlement Agreement, as amended by the December Order and this Consent Decree, as of January 15, 1984".

30. Defendants shall not oppose the imposition of any monetary penalty under the terms of this Consent Decree on any ground other than substantial compliance with its terms.

31. The provisions of this Consent Decree are intended to supersede the Settlement Agreement and December Order only to the extent specifically provided for herein, and otherwise the Settlement Agreement and December Order shall continue in effect.

32. Defendants shall pay plaintiffs' counsel \$1211.87 as reimbursement for out-of-pocket expenses incurred in monitoring defendants' compliance and negotiating this Consent Decree.

33. Any monetary penalties assessed pursuant to the terms of this Consent Decree shall be used to improve the conditions for the residents at the Central Facility and shall be in addition to any funds required to bring the institution into compliance with the Settlement Agreement,

the December Order and this Consent Decree.

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Dated

Entered as the Court's Consent
Decree this day of
1983.

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UNITED STATES DISTRICT JUDGE