

AGREEMENT BETWEEN THE UNITED STATES,
LOS ANGELES COUNTY AND
THE LOS ANGELES COUNTY OFFICE OF EDUCATION

TO RESOLVE THE UNITED STATES' INVESTIGATION
REGARDING CONDITIONS OF CONFINEMENT IN
THE LOS ANGELES COUNTY JUVENILE HALLS,

CENTRAL JUVENILE HALL,
LOS PADRINOS JUVENILE HALL, AND
BARRY J. NIDORF JUVENILE HALL

SETTLEMENT AGREEMENT

TABLE OF CONTENTS

I. DEFINITIONS 1

II. INTRODUCTION 2

III. MENTAL HEALTH CARE 4

IV. SUICIDE PREVENTION 9

V. JUVENILE JUSTICE PRACTICES 10

VI. MEDICAL CARE 13

VII. EDUCATION 14

VIII. SAFETY AND SANITATION 15

IX. QUALITY ASSURANCE 16

X. MONITORING AND ENFORCEMENT 16

I. DEFINITIONS

For the purposes of this Agreement,

A. "The County" means Los Angeles County and its elected officials, employees, agents, and contractors responsible for the operation of and provision of services at the Juvenile Halls.

B. "DOJ" means the United States Department of Justice, Civil Rights Division, its agents and employees.

C. "The Juvenile Halls" means Barry J. Nidorf Juvenile Hall, Central Juvenile Hall, and Los Padrinos Juvenile Hall, as well as any facility that is built to replace or supplement them.

D. "LACOE" means the Los Angeles County Office of Education, its officials, employees, agents, and contractors responsible for the provision of education services at the Juvenile Halls.

E. "The parties" means the County, LACOE and the DOJ.

F. "Train," when the term is used in remedial provisions of this Agreement, means sufficiently instruct in the skills addressed, including assessment of mastery of instructional material.

II. INTRODUCTION

1. On November 8, 2000, the United States, through the DOJ, notified the then-Chair of the Los Angeles County Board of Supervisors, Gloria Molina, of DOJ's intent to investigate conditions of confinement at the Juvenile Halls to determine whether those conditions violated youths' constitutional or federal statutory rights. The United States conducted this investigation pursuant to the Civil Rights of Institutionalized Persons Act, 42 U.S.C. § 1997 ("CRIPA"), and the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141 ("Section 14141").

2. On April 9, 2003, the United States notified the County and LACOE of its findings that certain conditions at the Juvenile Halls violated youths' constitutional and federal statutory rights and subjected them to harm.

3. As a result of the County's and LACOE's high level of voluntary cooperation and willingness to implement meaningful change without the need for contested litigation, the DOJ, the County and LACOE believe this Agreement, rather than contested litigation, represents the best opportunity to address the DOJ's findings regarding the Juvenile Halls.

4. This Agreement is binding upon the parties, by and through their officials, agents, employees, and successors. This Agreement is enforceable only by the parties. No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement. This Agreement is not intended to impair or expand the right of any person or organization to seek relief against the County, LACOE or its officials, employees, or agents for their conduct or the conduct of Department of Probation employees; accordingly, it does not alter legal standards governing any such claims, including those under California law. This Agreement does not authorize, nor shall it be construed to authorize, access to any County, Juvenile Hall, LACOE, contractor, or DOJ documents by persons or entities other than the DOJ, the County, LACOE and the Monitoring Team. This Agreement does not authorize a violation of California law by the

County or LACOE, except to the extent that State law is pre-empted by federal law.

5. The County and LACOE are responsible for providing necessary support to the Juvenile Halls and their schools to fulfill their obligations under this Agreement.

6. The County and LACOE, by and through their officials, agents, employees, and successors, shall not engage in a pattern or practice of conduct at the Juvenile Halls that deprives youth residents of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States.

7. The County and LACOE will revise and/or develop as necessary their current policies, procedures, protocols, training curricula, and practices to ensure that they are consistent with, incorporate, address, and implement all provisions of this Agreement. The County and LACOE shall revise and/or develop as necessary other written documents such as screening tools, logs, handbooks, manuals, and forms, to effectuate the provisions of this Agreement.

III. MENTAL HEALTH CARE

8. Staffing The County shall staff the Juvenile Halls with sufficient qualified mental health professionals to meet the serious mental health needs of the Juvenile Halls' population. Staff shall be sufficient to screen incoming youth; complete specialized mental health assessments; timely and accurately

diagnose mental illness, substance abuse disorders, and mental retardation; provide ongoing treatment; respond to crisis situations and provide follow-up care in a timely manner; coordinate with other staff to meet youths' needs; monitor youth on psychotropic medication; track laboratory results; and develop treatment plans where appropriate.

9. Screening The County shall develop and implement policies, procedures, and practices for initial mental health screening to allow the identification of previously diagnosed and potentially existing mental health or substance abuse disorders, including potential suicidality. The County and LACOE shall develop and implement a system for LACOE to refer youth for mental health services when such needs have been identified by LACOE personnel.

10. Assessments The County shall develop and implement policies, procedures, and practices for mental health assessments to timely and accurately diagnose mental illness, substance abuse disorders, and mental retardation, including potential suicidality. The County shall ensure that youth whose serious mental health and developmental disability needs cannot be met at the facility are transferred to settings that meet their needs.

11. Treatment Planning The County shall develop and implement policies, procedures, and practices for interdisciplinary treatment planning for youth with serious

mental health needs, which allow for the ongoing identification, goal setting, and monitoring of youths' target symptoms. As permitted by law, a representative of LACOE shall share information with regard to the youth's academic performance and school-related behaviors, and shall also be responsible for sharing needed information from the treatment planning process with education professionals serving those youth.

12. Case Management The County shall develop and implement policies, procedures, and practices for case management which would allow for the implementation of the treatment plans and ensure that treatment planning follows each youth from facility to facility.

13. Counseling Services The County shall develop and implement policies, procedures, and practices to ensure the availability of sufficient and adequate counseling services that meet the goal of ameliorating target symptoms of identified mental illness.

14. Recordkeeping The County shall develop and implement a system to provide for adequate tracking of laboratory results and response to medication including side effects, adequate documentation of mental health services, and compilation of complete records. The system shall include documentation of the goals of mental health counseling and progress toward those goals.

15. Individualized Behavior Modification The County and shall develop and implement individualized behavior modification programs for individual youth where appropriate. If warranted, LACOE will develop and implement Behavior Support Plans which will be incorporated into youths' Individual Learning Plans. If a special education pupil requires a Behavior Support Plan or Behavior Intervention Plan, the IEP team shall include this need in the IEP.

16. Substance Abuse The County shall develop and implement policies, procedures, and practices to address substance use disorders appropriately.

17. Monitoring of Psychotropic Medication The County shall develop and implement policies, procedures and practices to ensure that psychotropic medications are prescribed, distributed, and monitored properly and safely. The County shall provide training to nursing staff regarding the side effects of psychotropic medication and require nursing staff to document the side effects that youth are experiencing.

18. Restraints The County shall revise policies, procedures, and practices to limit uses of restraints for mental health crises to circumstances necessary to protect the youth and other individuals, for only as long as is necessary, and to accomplish restraint in a safe manner.

19. Access to Care The County shall develop and implement policies, procedures, and practices that allow youth to access mental health services without interference from custody staff, except as dictated by institutional safety needs.

20. Staff Understanding of Mental Health and Developmental Disability Needs The County and LACOE shall ensure that all staff working with youth residents have the skills and information necessary to understand behaviors of, engage in appropriate interactions with, and respond to needs of youth with mental illness and developmental disabilities. As part of fulfillment of this provision, the County and LACOE shall mutually agree upon a system for information-sharing as permitted by law, including but not limited to active and organized seeking of consents by youth and parents to allow sharing of needed information not otherwise permitted by law, to ensure that information about a youth needed for the youth's safety or to meet a serious medical, serious mental health or special education need is communicated to those individuals who need such information to care for or educate the youth.

21. Housing of Youth with Disabilities The County shall develop and implement policies, procedures, and practices to ensure that youth with mental illness and developmental disabilities are housed in settings that are no more restrictive than safety and security require.

IV. SUICIDE PREVENTION

22. Training The County and LACOE shall ensure that all Juvenile Hall and LACOE staff who work with youth are sufficiently trained in suicide prevention so that they understand how to prevent and respond to crises, including practical matters such as location and use of a cut-down tool in the event of a youth's attempted hanging.

23. Sharing of Information The County and LACOE shall develop and implement policies, procedures, and practices to ensure that arresting officers, probation, medical, education and mental health staff share appropriate information regarding potentially suicidal or self-harming youth. The County shall ensure that appropriate outside officials and family members are notified following a suicide attempt.

24. Assessment The County shall ensure that licensed mental health professionals provide timely assessment and daily reassessment of youth deemed at risk for suicidal behaviors, or more frequent reassessment as appropriate, as well as appropriate follow-up assessment once youth are discharged from suicide precautions.

25. Management of Suicidal Youth The County and LACOE shall develop and implement policies, procedures, and practices to ensure that mental health staff are sufficiently involved with probation and education staff in the management of youth

exhibiting suicidal behaviors, including creation of individual behavior modification programs (County) and, if needed, creation for a youth of a Behavior Support Plan or a Behavior Intervention Plan (LACOE), and decisions about appropriate clothing, bedding, and housing (County).

26. Care for Self-Harming Youth The County shall develop a continuum of services and responses to meet the needs of self-harming youth, including revised supervision practices to minimize incidents of self-harm, and appropriate access to hospital services and specialized residential facilities.

V. JUVENILE JUSTICE PRACTICES

27. Staffing The County shall provide sufficient staff supervision to keep residents reasonably safe from harm and allow rehabilitative activities to occur successfully.

28. OC Spray The County shall develop and implement policies, procedures, and practices to restrict use of oleoresin capsicum (OC) spray to appropriate circumstances, enable supervisors to maintain appropriate controls over spray use and storage, restrict the carrying of OC spray to only those individuals who need to carry and use it, prevent wherever possible the use of OC spray on populations for whom its use is contraindicated or contrary to doctors' instructions, and ensure that decontamination occurs properly.

29. Uses of Force The County shall develop and implement a comprehensive policy and accompanying practices governing uses of force, ensuring that the least amount of force necessary for the safety of staff, youth residents, and visitors is used on youth.

30. Supervision of Youth; Communication between the County and LACOE The County and LACOE shall ensure that staff who work with youth residents have the knowledge and skills needed to effectively manage youth, including de-escalation techniques, crisis intervention, youth development, and supervision. The County and LACOE shall develop and implement mechanisms for mutual cooperation to ensure that responsibilities that are shared between the County and LACOE and issues that impact upon both the County and LACOE are adequately and appropriately addressed.

31. Child Abuse Investigation The County shall develop and implement a system for timely, thorough, and independent investigation of alleged child abuse.

32. Use of Force Review The County shall develop and implement a system for review of uses of force and alleged child abuse by senior management so that they may use the information gathered to improve training and supervision of staff, guide staff discipline, and/or make policy or programmatic changes as needed.

33. Rehabilitation and Behavior Management The County shall provide adequate rehabilitative programming and gender-specific programming, where appropriate. The County and LACOE shall provide a facility-wide behavioral management system that is implemented throughout the day, including school time.

34. Group Punishment The County shall ensure that staff do not engage in group punishment implicating individual rights of which juveniles may not be deprived without due process protections, in response to individual youths' behavior violations, absent exigent security concerns.

35. Reduction of Youth On Youth Violence The County and LACOE shall develop and implement strategies for reducing youth on youth violence that include training staff in appropriate behavior management, recognition and response to gang dynamics, and violence reduction techniques.

36. Youth Movement Between Halls The County shall ensure that movement of youth residents between facilities does not interfere with ongoing testing or provision of medical, mental health, or educational services, unless court proceedings, treatment, or security needs require such movement. LACOE shall provide appropriate information to the County to support implementation of this provision.

37. Orientation The County shall ensure that all youth, including those who are disabled or Limited English Proficient

receive orientation sufficient to communicate important information such as how to access the grievance system, medical care and mental health services, or report staff misconduct.

38. Grievance System The County and LACOE shall develop effective grievance systems to which youth have access when they have complaints, ensure that grievances may be filed confidentially, and ensure that they receive appropriate follow-up, including informing the author of the grievance about its outcome and tracking implementation of resolutions.

VI. MEDICAL CARE

39. Youth with Special Needs The County shall develop and implement a system to ensure that youth with chronic illnesses, serious communicable diseases, physical disabilities, terminal illnesses, serious mental health needs, developmental disabilities, and those who are pregnant receive timely and adequate medical care.

40. Outside Appointments The County shall ensure that youth scheduled for medical appointments outside the institution are transported to these appointments.

41. Medical Records Transfer The County shall develop and implement an effective system for transferring medical records from one facility to another so that youth receive timely and consistent medical services.

42. Confidentiality The County shall develop and implement policy, procedures, and appropriate training of medical and correctional staff to ensure privacy and confidentiality in all medical encounters, except as dictated by institutional safety needs and due process rights of youth.

43. Access to Care The County shall develop and implement policy, procedures and practices to ensure that probation staff do not deter youth from requesting medical care.

44. Eyeglasses The County shall ensure that youth in need of eyeglasses receive them in a timely manner.

45. Hygiene The County shall ensure that medical and pharmaceutical areas are maintained hygienically, and shall establish an infection control program.

VII. EDUCATION

46. Special Education The County and LACOE shall develop and implement a systematic, comprehensive process to locate, screen, identify and provide appropriate services to all youth through age 21 with disabilities who require special education services.

47. Related Services LACOE shall provide related services to special education students with needs for these services.

48. Parent Participation The County and LACOE shall utilize a range of methods to facilitate parent participation in Individualized Educational Program (IEP) meetings.

49. Transition Planning and Services The County and LACOE shall provide adequate transition planning and services for all eligible youth with disabilities.

50. Materials, Space and Equipment The County and LACOE shall ensure that all classes, including those held inside residential units, have appropriate materials, space, and equipment.

VIII. SAFETY AND SANITATION

51. Security The County and LACOE shall ensure that staff and contractors do not leave materials or tools that may be used as weapons or escape devices.

52. Fire Safety The County shall ensure adequate smoke and fire alarm coverage that communicates with appropriate entities; minimize fire-loading; light and mark egress routes adequately; and eliminate electrical hazards. LACOE shall minimize fire-loading and eliminate electrical hazards in areas within LACOE's control.

53. Food Safety The County shall institute a plan for food preparation, storage, service, and kitchen repairs that eliminates risk of food borne illness.

54. Medically Necessary Diets The County shall ensure that those youth requiring special medical diets receive such diets as ordered.

55. Youth Hygiene The County and LACOE shall ensure that youth have adequate hygiene opportunities, including sanitary personal hygiene products. The County shall ensure that youth have adequate linens, bedding and clothing.

IX. QUALITY ASSURANCE

56. System The County and LACOE shall revise and/or institute quality assurance systems to ensure implementation of the provisions addressed in this Agreement.

X. MONITORING AND ENFORCEMENT

57. Satisfaction of the Agreement "Substantial Compliance" with each and every term of this Settlement Agreement for a period of one year shall fully satisfy the Agreement. Noncompliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, shall not constitute failure to maintain substantial compliance. At the same time, temporary compliance during a period of otherwise sustained noncompliance shall not constitute substantial compliance.

58. Monitor The parties have jointly agreed to appoint Michael Graham as the Monitor. The County shall pay all reasonable fees and expenses incurred by the Monitor in the course of carrying out his duties under this Agreement. The Monitor shall have full authority to assess, review, and report independently on the County's and LACOE's implementation of and

compliance with the provisions of the Agreement. The Monitor may be terminated only for good cause, unrelated to the Monitor's findings or recommendations, and only with prior notice to and agreement by the parties. No party, nor any employee or agent of any party, shall have any supervisory authority over the Monitor's activities, reports, findings or recommendations. The County and LACOE are aware that the United States has retained Mr. Graham as a consultant in matters currently or previously pending in other jurisdictions, and do not object to his appointment as Monitor in this case. The United States is aware that Mr. Graham is a retired County officer and has been retained as a consultant to the County Counsel's Office in this investigation, and does not object to his appointment in this case. In the event that Mr. Graham is unable to serve or continue serving as the Monitor, or in the event that the parties for any reason agree to discontinue the use of Mr. Graham, the parties shall meet or otherwise confer within thirty (30) days of being notified of the incapacity or the decision to discontinue use of Mr. Graham to select a new Monitor. If the parties are unable to agree upon a selection, each party shall submit two names, along with resumes or curricula vitae and cost proposals, to a neutral party, selected with the assistance of the Federal Mediation and Conciliation Service, and the neutral party shall appoint the Monitor from among the names submitted.

59. Monitoring Team The parties have agreed that the following experts in the identified substantive areas will serve as members of the Monitoring Team: (1) Pamela McPherson, M.D. - psychiatry; (2) Eric Trupin, Ph.D. - mental health care; (3) James Farrow, M.D. - medical care; (4) Robert Powitz, Ph.D., M.P.H., R.S. - safety and sanitation; (5) Carl A. Cohn, Ed.D - education; (6) Lois A. Weinberg, Ph.D - education; and (7) Jon Trzcinski, LCSW - juvenile programs. These experts shall serve as agents of the County for purposes of access to confidential information but for no other purposes, except for Drs. Cohn and Weinberg, who shall serve as agents of LACOE for purposes of access to confidential information but for no other purposes. Under the direction of the Monitor, they shall assist the Monitor in monitoring the County's and LACOE's compliance with this Agreement, and, together with the Monitor, shall be referred to as the Monitoring Team. The County and LACOE shall pay all reasonable fees and expenses incurred by members of the Monitoring Team in the course of carrying out their duties under this Agreement. The County, LACOE and the United States are aware that the parties may have retained these experts as consultants in matters currently or previously pending in Los Angeles County or other jurisdictions, and the parties do not object to these experts' appointment to the Monitoring Team in this case. Members of the Monitoring Team may be terminated only

for good cause, unrelated to their findings or recommendations, and only with prior notice to and agreement by the parties. No party, nor any employee or agent of any party, shall have any supervisory authority over the Monitoring Team's activities, reports, findings or recommendations. In the event that any member of the Monitoring Team (other than the Monitor) is unable to serve or continue serving, or in the event that the parties for any reason agree to discontinue the use of a particular Monitoring Team member, the parties shall meet or otherwise confer within thirty (30) days of being notified of the incapacity or the decision to discontinue use of the Monitoring Team member to select a replacement for that member of the Monitoring Team. If the parties cannot agree on a replacement, each party shall submit two names, along with resumes or curricula vitae and cost proposals, to the Monitor and the Monitor shall appoint the replacement Monitoring Team member from among the names submitted.

60. Monitoring Team Access The Monitoring Team shall have full and complete access to the Juvenile Halls, the schools and to the records, staff, and residents of each facility, consistent with fulfilling their monitoring functions. The County's Probation Officer, Director of the Department of Health Services, Director of the Department of Mental Health, and LACOE's Superintendent shall direct all employees to cooperate fully with

the Monitoring Team. The Monitoring Team shall be permitted to initiate and receive ex parte communications with the parties.

61. Confidentiality Monitoring Team members shall not disclose to anyone except the parties any confidential information, including the identity of all persons in County custody, and all persons who are the subjects of County or LACOE records.

62. Monitoring Team Visits The Monitoring Team shall visit the Juvenile Halls as frequently as necessary in their discretion to aid the County and LACOE in reaching substantial compliance. Within six (6) months of the effective date of this Agreement, the Monitoring Team shall conduct its initial visit of the Juvenile Halls in order to evaluate the extent to which the County and LACOE have complied with the requirements of the Agreement. Each Monitoring Team member shall visit the facilities at least quarterly until the County and LACOE reach substantial compliance with the provisions the Monitoring Team member monitors, with the exception of Drs. McPherson and Farrow, who shall visit at least every 6 months.

63. Status Reports The Monitor shall provide the parties with Status Reports describing the steps taken by the County and LACOE to implement this Agreement and evaluating the extent to which the County and LACOE have complied with the requirements of the Agreement. Upon achieving substantial compliance with any

substantive paragraph(s) of this Agreement for one year, no further reporting shall be required on that paragraph. Status Reports shall be issued every six months, unless the parties agree otherwise. Drafts of the Status Reports shall be provided to the parties at least ten (10) business days prior to issuance of the Status Reports. Completed Status Reports shall be public documents. Additionally, the parties shall have access to all written and oral briefings and reports provided by members of the Monitoring Team to the Monitor.

64. Monitoring Team Budget: The County and LACOE shall provide the Monitoring Team with a budget sufficient to allow it to carry out the responsibilities described in this Agreement. The Monitoring Team members shall be compensated at an hourly rate not to exceed \$150.00, with a maximum of \$1200.00 per day. Monitors shall receive compensation for expenses at the same rate as County employees. The selection of the Monitoring Team shall be conducted solely pursuant to the procedures set forth in this Agreement and will not be governed by any formal or legal procurement requirements.

65. Limitations on Public Disclosures by Monitoring Team
Except as required or authorized by the terms of this Agreement or the parties acting together, no member of the Monitoring Team shall: make any public statements or issue findings with regard to any act or omission of the County or its agents,

representatives or employee, or disclose non-public information provided to the Monitoring Team pursuant to this Agreement. Any press statement made by Monitoring Team members regarding their employment must first be approved by the parties. No member of the Monitoring Team shall testify in any other litigation or proceeding with regard to any act or omission of the County, LACOE or any of their agents, representatives, or employees related to this Agreement, nor testify regarding any matter or subject that he or she may have learned as a result of his or her performance under this Agreement, except in any future litigation between the parties. Except for litigation between the parties about conditions at the juvenile halls, no member of the Monitoring Team shall be retained (on a paid or unpaid basis) by any current or future litigant or claimant, or such litigant's or claimant's attorney, in connection with a claim or suit against the County or LACOE or their departments, officers, agents or employees with regard to conditions at the juvenile halls. The Monitoring Team is not a state or local agency or an agent thereof, except as described in paragraph (60), and accordingly the records maintained by the Monitoring Team shall not be deemed public records subject to public inspection. Neither the Monitoring Team nor any person or entity hired or otherwise retained by the Monitoring Team to assist in furthering any provision of this Agreement shall be liable for any claim,

lawsuit or demand arising out of the Monitoring Team's performance pursuant to this Agreement. This paragraph does not apply to any proceeding before a court related to performance of contracts or subcontracts for monitoring this Agreement.

66. DOJ Access DOJ shall have reasonable access to the Juvenile Halls, County and LACOE staff, youth residents and records. The Director of the Detention Services Bureau and the Superintendent of LACOE shall direct all employees to cooperate fully with DOJ. The dates and duration of on-site visits by DOJ shall be determined by DOJ representatives in consultation with the County and LACOE.

67. Consent Forms Within ninety (90) days of the execution of this Agreement, the County shall, with DOJ participation, develop and implement a system for offering youth residents and their parents or guardians the opportunity to provide DOJ with written consent to full and complete access to the residents' medical and mental health records. The County shall ensure that youth residents and their parents or guardians are offered DOJ consent forms during their first court appearances and the first appearances at which their parents or guardians are present. The County also shall ensure that copies of signed DOJ consent forms are promptly included in the youth residents' mental health and medical records.

68. Implementation Plans Within sixty (60) days of the execution of this Agreement, the County and LACOE shall submit to DOJ implementation plans to guide the specific tasks necessary to reach compliance with this Agreement. The implementation plans shall be subject to review and approval by DOJ. If DOJ finds that an implementation plan is not consistent with the terms of this Agreement, DOJ shall promptly notify the County and LACOE and provide technical assistance in revising the plan.

69. Document Review All written County and LACOE policies shall be submitted to the DOJ within ninety (90) calendar days of the execution of this Agreement. All other written documents, including procedures, protocols and other items identified in paragraph 7 of this Agreement, shall be submitted to DOJ pursuant to deadlines to be determined by the Monitor. All policies, protocols, training materials, and other written documents described in paragraph 7 of this Agreement shall be subject to review and approval by DOJ. If DOJ finds that any such documents are not consistent with the terms of this Agreement, DOJ shall promptly notify the County and LACOE and provide technical assistance in revising the plan. In the event that the DOJ asserts that policies, procedures, and other written documents are not in compliance with the terms of this Agreement, the parties will agree to a schedule for the County and LACOE to submit revisions. If, after the policies, procedures, and

practices affected by this Agreement are implemented, any of the parties determines that a policy, procedure, or practice, as implemented, fails to effectuate the terms of this Agreement, the County and LACOE shall consult with the DOJ and revise the policy, procedure, or practice as necessary to effectuate the terms of this Agreement.

70. Implementation The County and LACOE shall implement all reforms necessary to effectuate this Agreement.

71. Civil Action The DOJ reserves the right to initiate a civil action pursuant to CRIPA and/or Section 14141 for purposes of enforcing the constitutional and federal statutory rights of the youth residents of the Juvenile Halls at any time if it believes the County and/or LACOE is not making a good faith effort to substantially comply with the Agreement. The DOJ shall give the County and/or LACOE fourteen (14) calendar days' written notice before the filing of such civil action.

72. Termination This Agreement shall terminate three years after the effective date of this Agreement. If, at the end of the three years, the County and/or LACOE is not in substantial compliance with the terms of this Agreement, the DOJ reserves the right to initiate a civil action pursuant to CRIPA and/or Section 14141 for purposes of enforcing the constitutional and federal statutory rights of the youth residents of the Juvenile Halls.

73. Early Termination This Agreement may be terminated

prior to the conclusion of the three year period described in paragraph 70 if the County and/or LACOE reaches substantial compliance with all provisions of this Agreement and sustains substantial compliance with all provisions for one year.

74. Successors This Agreement shall be binding on all successors, assignees, employees, and all those working for or on behalf of the County, LACOE or the United States.

75. Challenges The parties agree to defend the provisions of this Agreement. The parties shall notify each other of any court or administrative challenge to this Agreement.

76. Enforcement Failure by any party to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of its right to enforce other deadlines or provisions of this Agreement.

77. Notice "Notice" under this Agreement shall be provided by courier or overnight delivery and shall be provided to the Chair of the Los Angeles County Board of Supervisors, the Los Angeles County Attorney, the Superintendent of LACOE, the President of the Los Angeles County Board of Education, and the General Counsel for the Los Angeles County Office of Education.

78. Unforeseen Delay If any unforeseen circumstance occurs which causes a failure to timely carry out any requirements of this Agreement, the County and LACOE shall notify the DOJ in

writing within thirty (30) calendar days of the time that the County and/or LACOE becomes aware of the unforeseen circumstance and its impact on the County's and/or LACOE's ability to perform under the Agreement. The notice shall describe the cause of the failure to perform and the measures taken to prevent or minimize the failure. The County and LACOE shall implement all reasonable measures to avoid or minimize any such failure.

79. Non-Retaliation The County and LACOE agree that they shall not retaliate against any person because that person has filed or may file a complaint, provided information or assistance, or participated in any other manner in an investigation or proceeding relating to this Agreement.

80. Subheadings All subheadings in this Agreement are written for convenience of locating individual provisions. If questions arise as to the meanings of individual provisions, the parties shall follow the text of each provision.

81. DOJ Web Site Posting This Agreement shall be posted on the web site of the Special Litigation Section of the Civil Rights Division of the DOJ.

82. Modification The parties may jointly agree, in writing, to modify this Agreement.

For the United States:

/s/ Debra W. Yang

~~_____~~
DEBRA W. YANG
United States Attorney
Central District
of California

/s/ R. Alexander Acosta

~~_____~~
R. ALEXANDER ACOSTA
Assistant Attorney General
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/s/ Bradley J. Schlozman

~~_____~~
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Chairman
Los Angeles County Board
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/s/ Raymond G. Fortner, Jr.

RAYMOND G. FORTNER, JR.
Chief Deputy County Counsel



ATTEST: VIOLET VARONA-LUKENS
EXECUTIVE OFFICER -
CLERK OF THE BOARD OF SUPERVISORS

By /s/ Executive Officer Deputy

/s/ Gordon Trask

GORDON TRASK
Principal Deputy County Counsel

For Los Angeles County Office of Education:

/s/ Darlene P. Robles

DARLINE P. ROBLES
Superintendent

/s/ Shari Kim Gale

SHARI KIM GALE
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/s/ Monique Shay

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