

**MEMORANDUM OF AGREEMENT BETWEEN
THE UNITED STATES AND THE COUNTY OF LOS ANGELES
REGARDING THE LOS ANGELES PROBATION CAMPS**

SETTLEMENT AGREEMENT

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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 Probation Camps.

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

C. "The Probation Camps" means Camp Afflerbaugh; Camp David Gonzales; Camp Karl Holton; Camp Vernon Kilpatrick; Camp William Mendenhall; Camp Fred Miller; Camp John Munz; Camp Joseph Paige; Camp Glenn Rockey; Camp Louis Routh; Camp Joseph Scott; Camp Kenyon Scudder; Challenger Memorial Youth Center, which is comprised of Camp Gregory Jarvis, Camp Ronald McNair, Camp

Ellison Onizuka, Camp Judith Resnik, Camp Francis J. Scobee, and Camp Michael Smith; and the Dorothy Kirby Center, as well as any facility that is built to replace or supplement them.

D. "The parties" means the County and the DOJ.

E. "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 9, 2006, the United States, through the DOJ, notified the then-Chair of the Los Angeles County Board of Supervisors, Mayor Michael D. Antonovich, of DOJ's intent to investigate conditions of confinement at the Probation Camps to determine whether those conditions violated youth's 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. Simultaneously with the execution of this Agreement, the United States issued its findings that certain conditions at the Probation Camps violated youth's constitutional and federal statutory rights and subjected them to harm.

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

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 for its conduct or the conduct of Los Angeles County 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, Probation Camp, contractor, or DOJ documents by persons or entities other than the DOJ, the County, and the Monitoring Team. This Agreement does not authorize a violation of California law by the County, except to the extent that State law is pre-empted

by federal law.

5. The County is responsible for providing necessary support to the Probation Camps to fulfill their obligations under this Agreement.

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

7. The County will revise and/or develop as necessary its 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 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.

8. The parties, for the purposes of this Agreement only, agree that conditions at all 19 Probation Camps are materially similar to conditions at the representative sample of Probation Camps that the DOJ toured as part of its investigation.

III. JUVENILE JUSTICE PRACTICES

9. Protection from Abusive Institutional Practices The County shall cease use of practices such as "slamming" or "assuming the bob sled position" for punitive or abusive

purposes.

10. 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.

11. 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.

12. 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.

13. Threats and Intimidation The County shall ensure that staff at the Probation Camps do not threaten or intimidate youth who report abuse or mistreatment.

14. Consumption of Alcohol by Staff The County shall ensure that staff at the Probation Camps do not maintain or consume alcohol at the Camps.

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

16. 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.

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

18. Staff Training and Supervision of Youth The County 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.

19. Reduction of Youth-On-Youth Violence The County 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.

20. Child Abuse Reporting The County shall develop policies, practices, and procedures to define those circumstances in which staff must report allegations of child abuse or neglect to the appropriate external agencies.

21. Child Abuse Investigation The County shall develop and implement a system for timely, thorough, and independent investigation of alleged child abuse. Staff who are the subject of an allegation of child abuse shall be removed from direct youth supervision pending the outcome of the referral or investigation.

22. Classification The County shall develop and implement a classification system that considers factors including youth age, committing offense, gang affiliation, delinquency history and treatment needs to reasonably ensure that youth are placed safely within the Probation Camps, and provides for reclassification in appropriate circumstances.

23. Grievance System The County 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. The County shall ensure

that the grievance system provides youth with a safe avenue to report abuse, staff misconduct, or unfair treatment.

24. Youth Movement Between the Probation Camps or Between the Probation Camps and the Los Angeles County Juvenile 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 at the Probation Camps, unless court proceedings, treatment, or security needs require such movement.

IV. SUICIDE PREVENTION

25. Development and Implementation of Policy The County shall develop and implement adequate policies, procedures, and practices relating to suicide prevention.

26. 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.

27. Management of Suicidal Youth The County 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 and decisions about appropriate clothing, bedding, and housing.

28. 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.

29. Documentation of Suicide Precautions The County shall develop and implement policies, procedures, and practices to ensure that the following information is thoroughly and correctly documented, and provided to all staff who need to know such information:

- a. the times youth are placed on and removed from precautions;
- b. the levels of precautions on which youth are maintained;
- c. the housing location of youth on precautions;
- d. the conditions of the precautions; and
- e. the times and circumstances of all observations by staff monitoring the youth.

30. Supervision of Youth at Risk of Self-Harm The County shall sufficiently supervise youth newly assigned to a Camp, youth in seclusion, and other youth at heightened risk of self-harm to maintain their safety.

31. Suicide Precautions for Youth Pending Transfer to Another Facility The County shall develop and implement policies, practices, and procedures to ensure that adequate suicide precautions are provided to youth who are awaiting transfer to another facility for assessment.

32. Training The County shall ensure that all Probation Camp 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.

V. MENTAL HEALTH CARE

33. Staffing The County shall staff the Probation Camps with sufficient qualified mental health professionals to meet the serious mental health needs of the Probation Camps' 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 youth's needs; monitor youth on psychotropic medication; track laboratory results; and develop treatment plans where appropriate.

34. 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. Such screening shall take place within 48 hours prior to the youth's delivery to a Camp or within 24 hours after the youth's arrival at the Camp.

35. 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.

36. Identification of Previously Unidentified Youth with Mental Disorders The County shall implement policies, procedures, and practices consistent with generally accepted professional standards of care to identify and address potential manifestations of mental or behavioral disorder in youth who have not been previously identified as presenting mental health or behavioral needs requiring treatment.

37. 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, including adequate tracking to identify youth receiving mental health services and youth on psychotropic medications, and compilation of complete records. The system shall include documentation of the goals of mental health counseling and progress toward those goals. The County shall ensure that mental health records for youth transferred from the Juvenile Halls to the Probation Camps are timely forwarded from the Juvenile Halls to the Probation Camps.

38. Training and Supervision of Mental Health Care Clinicians The County shall provide ongoing training for, and adequate supervision of, mental health care clinicians at the Probation Camps.

39. Evaluations and Treatment The County shall ensure that all youth referred as possibly needing mental health services are evaluated and treated in a timely manner.

40. 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 youth's target symptoms.

41. Implementation of Treatment Plan 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.

42. 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.

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

44. 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.

45. Staff Understanding of Mental Health and Developmental Disability Needs The County 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.

46. Discharge Summaries The County shall provide aftercare planning discharge summaries for youth leaving the facility who have, or have had, open mental health cases at a Camp, to facilitate treatment in future placements.

VI. QUALITY ASSURANCE

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

VII. MONITORING AND ENFORCEMENT

48. 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.

49. 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 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 is aware that the United States has retained Mr. Graham as a consultant in matters currently or previously pending in other jurisdictions, and does not object to his appointment as Monitor in this case. The United States is aware that Mr. Graham is a retired County officer 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.

50. Monitoring Team The parties have agreed that the following experts in the identified substantive areas will serve as members of the Monitoring Team: (1) Eric Trupin, Ph.D. - mental health care; (2) Rodney Erwin, M.D. - mental health care; (3) Jon Trzcinski, LCSW - juvenile programs; and (4) Kelly Dedel, Ph.D. - juvenile programs. These experts shall serve as agents

of the County 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 compliance with this Agreement, and, together with the Monitor, shall be referred to as the Monitoring Team. The County 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 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. The Monitor shall also have authority to appoint additional Monitoring Team members as necessary to fulfill monitoring responsibilities under this Agreement, subject to approval of the parties.

51. Monitoring Team Access The Monitoring Team shall have full and complete access to the Probation Camps and to the records, staff, and residents of each facility, consistent with fulfilling their monitoring functions. The County's Probation Officer, Chief Probation Officer, and Director of the Department of Mental Health 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.

52. 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 records.

53. Monitoring Team Visits The Monitoring Team shall visit the Probation Camps as frequently as necessary in the Monitor's discretion to aid the County in reaching substantial compliance.

Within six (6) months of the effective date of this Agreement, the Monitoring Team shall conduct its initial visit to a sample of the Probation Camps in order to evaluate the extent to which the County has complied with the requirements of the Agreement. Each Monitoring Team member shall visit a sample of the facilities at least every six months, and every facility at least every 18 months, until the County reaches substantial compliance with the provisions the Monitoring Team member monitors.

54. Status Reports The Monitor shall provide the parties with Status Reports describing the steps taken by the County to implement this Agreement and evaluating the extent to which the County has complied with the requirements of the Agreement. For each requirement of Paragraphs III-VI of this Agreement, the - Status Reports shall specify: (1) the steps (including documents reviewed, meetings attended, and persons interviewed) the Monitor took to assess compliance; (2) the self-assessment steps the facilities undertook to assess compliance and the results thereof; (3) the level of compliance, i.e., "noncompliance" or "substantial compliance"; and (4) the Monitor's recommendations, if any, to facilitate or sustain compliance. 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.

55. Monitoring Team Budget The County 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 \$200 per hour, with a maximum of \$1600 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.

56. 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 or any of its 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 Probation Camps, 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 its departments, officers, agents or employees with regard to conditions at the Probation Camps. The Monitoring Team is not a state or local agency or an agent thereof, except as described in paragraph 48, 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.

57. DOJ Access DOJ shall have reasonable access to the Probation Camps, County staff, youth residents and records. The Director of the Detention Services Bureau 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.

58. Implementation Plans Within one hundred twenty (120) days of the execution of this Agreement, the County 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 provide technical assistance in revising the plan. The format and contents, to the extent possible, shall be consistent with previously approved implementation plans submitted under the Memorandum of Agreement between the United States, Los Angeles County, and the Los Angeles County Office of Education regarding the Juvenile Halls.

59. Document Review All written County policies shall be submitted to the DOJ within one hundred eighty (180) 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 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 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 shall consult with the DOJ and revise the policy, procedure, or practice as necessary to effectuate the terms of this Agreement.

60. Implementation The County shall implement all reforms necessary to effectuate this Agreement.

61. 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 rights of the youth residents of the Probation Camps at any time if it believes the County is not making a good faith effort to substantially comply with the Agreement. The DOJ shall give the County fourteen (14) calendar

days' written notice before the filing of such civil action.

62. Termination This Agreement shall terminate four years after the effective date of this Agreement. If the County is not in substantial compliance with the terms of this Agreement by the appropriate termination date, as determined by this paragraph, 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 Probation Camps.

63. Early Termination This Agreement may be terminated prior to the conclusion of the four-year period described in paragraph 61 if the County reaches substantial compliance with all provisions of this Agreement and sustains substantial compliance with all provisions for one year.

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

65. 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.

66. 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.

67. 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 and the Los Angeles County Counsel.

68. Unforeseen Delay If any unforeseen circumstance occurs which causes a failure to timely carry out any requirements of this Agreement, the County shall notify the DOJ in writing within 30 calendar days of the time that the County becomes aware of the unforeseen circumstance and its impact on the County'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 shall implement all reasonable measures to avoid or minimize any such failure.

69. Non-Retaliation The County agree that it 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.

70. 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.

71. 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.

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

For the United States:

/s/ Thomas P. O'Brien
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