

**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES, LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**  
**AND**  
**FRIENDS OF COMPTON YAL, INC.**

This Memorandum of Agreement ("Agreement") is made and entered into by and between the County of Los Angeles ("County"), by and through the Los Angeles County Sheriff's Department ("LASD") and Friends of Compton YAL, Inc, a California nonprofit public benefit corporation ("Friends of Compton"), effective upon execution by both parties.

**RECITALS**

WHEREAS, the County is authorized by Government Code Section 25355 to accept gifts made to the County, or to or in favor of the Board of Supervisors in trust for any public purpose, and to delegate to any County officer the power to accept gifts made to or in favor of the County; and

WHEREAS, the County, through the Los Angeles County Sheriff's Department ("LASD"), desires to establish cooperative relationships with community-based, nonprofit entities; and

WHEREAS, the LASD is responsible for providing law enforcement and investigation services to a population of over three million residents in an area covering over 3,100 square miles, running the largest jail system in the United States, providing security at courthouses throughout the County, and performing numerous other public safety-related functions County-wide; and

WHEREAS, the corporate charter of Friends of Compton provides the Youth Activities League (YAL) a free of charge instructional and recreational programming to the city of Compton's community youth members enrolled in the LASD YAL program;

WHEREAS, the Friends of Compton and the LASD have worked collaboratively since 2019;

WHEREAS, the Friends of Compton intends to solicit, receive, and distribute funds for the direct or indirect benefit of LASD, its mission, and the community at large; and

WHEREAS, in furtherance of that objective, and to comply with current County policies and procedures, the County and Friends of Compton desire to clarify their relationship and generally define their respective roles and responsibilities pertaining to the Friends of Compton's activities in support of the LASD;

THEREFORE, in consideration of the foregoing and the terms, covenants, and conditions herein contained, the County and the LASD agree as follows:

**I. ROLES AND RESPONSIBILITIES**

- a. The Friends of Compton agrees that it will solicit funds and conduct fundraising activities in accordance with the terms of this Agreement, and that said funds will be used for the direct or indirect benefit of LASD, its mission, and the community at large.
- b. The Friends of Compton agrees that it has read and understands the Core Values of the LASD, a copy of which is attached and incorporated into this Agreement as Exhibit A. The Friends of Compton further agrees that it and its representatives, officers, volunteers, agents, and employees will conduct themselves in a professional manner consistent with said Core Values when conducting any activities on behalf of LASD.
- c. The County agrees that Friends of Compton may use the name, and any related names, acronyms, logos, likeness, and trademarks of the LASD ("LASD Intellectual Property") in furtherance of its fundraising activities. The Friends of Compton shall, at all times, use said LASD Intellectual Property in a professional, respectful and appropriate manner. Further, any such use shall be consistent with the most current version of the LASD's Manual of Policy and Procedures (MPP). In no case may Friends of Compton use any LASD Intellectual Property in violation of California Penal Code sections 538d or 538e, or County Code section 5.64.310. The Friends of Compton agrees that upon notice from the LASD that LASD objects for any reason to a particular use of LASD Intellectual Property, Friends of Compton will immediately cease that particular use.
- d. The LASD agrees to work collaboratively with Friends of Compton to support its fundraising activities, and such collaboration may include providing access to, and/or use of, LASD facilities in accordance with mutually agreed upon terms, the appearance and/or participation by Department personnel at Friends of Compton events, and other support as deemed appropriate by the Sheriff or his designee. The Friends of Compton agrees that an LASD employee may attend Friends of Compton board meetings in an advisory capacity only to facilitate a good working relationship. No County employee shall serve on the Friends of Compton board or in any other key Friends of Compton position or otherwise be

involved in directing Friends of Compton operations unless prior approval has been obtained from the Los Angeles County Board of Supervisors.

## **II. CONDUCT OF BUSINESS BY FRIENDS OF COMPTON**

- a. The Friends of Compton agrees that its overhead and administrative cost will be no higher than the limits recommended as best practice by Charity Navigator or GuideStar who set the standards for non-profit organizations.
- b. The Friends of Compton shall maintain its books in compliance with accepted accounting standards. Each year, prior to May 31st, Friends of Compton will deliver a copy of all its current tax filing documents, including but not limited to IRS Form 990, 990EZ, or 990-N, to LASD and the Los Angeles County Auditor-Controller.
- c. The Friends of Compton association shall require its board members and directors to sign a Conflict of Interest policy approved by the County.
- d. Upon termination of this Agreement by either party Friends of Compton will immediately and permanently cease all use of LASD Intellectual Property, as well as any LASD or County property including but not limited to office space, supplies, identification badges, keys, or facility access cards, and will return all such property to LASD.
- e. Upon termination of this Agreement by either party, Friends of Compton will immediately and permanently cease all fundraising activities and efforts conducted in the name of and/or referring to "Los Angeles County Sheriff" or "Los Angeles County Sheriff's Department." The Friends of Compton may continue to function in accordance with its charter and by-laws, but will immediately and permanently cease all use of or referral to "Los Angeles County Sheriff" or "Los Angeles County Sheriff's Department" in its name or activities. Within ten (10) business days, Friends of Compton will reconcile its books and provide an accounting to the County. The County shall have 30 business days from the date it receives the accounting to object to any outstanding debts, invoices or encumbrances. If no objection is received by Friends of Compton by the end of that 10-day period, Friends of Compton will immediately pay off all then-existing debts, invoices, accounts payable or other encumbrances, and, within 30 days, remit all remaining funds in the possession of Friends of Compton that were raised on behalf of LASD to LASD. In the event the County objects to any outstanding debt, Friends of Compton will immediately pay off all outstanding debts with the exception of those objected to. The Friends of Compton will then remit all funds in excess of those required to pay the remaining debt to the County. The Friends of Compton and the County will then attempt in good faith to reach a mutually agreeable settlement as to the remaining debt with the involved

creditor(s). Notwithstanding the foregoing, if funds are in the possession of the Friends of Compton which were directed donations by a donor or donors for particular LASD needs or to a particular LASD station, LASD agrees that such funds will either be directed to such LASD needs or LASD station within 30 days or returned to the donor or donors. The Friends of Compton agrees to work in good faith with LASD to communicate with donors who have directed their donations to allow the donations to remain with LASD.

### **III. AGREEMENT TERM**

- a. This Agreement will remain in force for a period of five (5) years, at which time it may be extended by written amendment for an additional five (5) year period. Thereafter, the term of this Agreement may be extended every five (5) years for an additional five-year period upon written Amendment.
- b. Either party may terminate this Agreement upon ten (10) calendar days' written notice to the other party.

### **IV. RECORD RETENTION AND INSPECTION**

- a. The Friends of Compton agrees that authorized County (including but not limited to the County Auditor-Controller), State and Federal representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any transaction, invoice, document, activity, timecard, or other record relating to this Agreement. Such material, including but not limited to all pertinent costs, accounting, and financial records, shall be retained by Friends of Compton of a period of five (5) years after the term of this Agreement.
- b. The County hereby retains the right to conduct, at any reasonable time, an audit and re-audit of the books, records, and business conducted by Friends of Compton and observe the operation of the business so that accuracy of the above records can be confirmed. The County reserves the right to require Friends of Compton to provide additional reports and record-keeping processes as County deems is reasonable.
- c. The County may, at any time but no more than once per calendar year, demand that Friends of Compton have an audit performed, at Friends of Compton's expense, by an independent Certified Public Accountant. A copy of every audit of Friends of Compton, whether performed pursuant to this paragraph or not, will be forwarded to the County within ten (10) calendar days of receipt thereof by Friends of Compton.

### **V. ASSIGNMENT**

The Friends of Compton shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, and any attempted assignment or delegation without such consent shall be null and void. County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties.

#### **VI. COMPLIANCE WITH APPLICABLE LAW**

In carrying out all activities related to performance under this Agreement, Friends of Compton shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

#### **VII. INDEPENDENT CONTRACTOR**

The Friends of Compton shall perform all activities under this Agreement as an independent contractor and neither Friends of Compton nor its employees shall be considered employees of the County by virtue of this Agreement. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and Friends of Compton. The employees and agents of one party shall not be construed to be employees and agents of the other party. Neither Party is authorized to act on behalf of the other for any purpose.

#### **VIII. INDEMNIFICATION**

The Friends of Compton agrees to indemnify, defend, and hold harmless the County, its Special Districts, departments, agencies, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement.

#### **IX. GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Friends of Compton agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **X. AMENDMENTS**

No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such change is in the form of a written Amendment duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

#### **XI. NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Friends of Compton. This Agreement shall not restrict the County from entering into similar agreements with other entities.

#### **XII. NOTICES**

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, address to the parties as identified below. The addresses and person to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party. All notices shall be delivered as follows:

Notices to Friends of Compton YAL, Inc.:  
Daryll Harkless, Chairman  
1049 Havenhurst Drive, Suite 314  
West Hollywood, CA 90046

Notices to the County:  
Assistant Sheriff, Chief Financial and Administrative Officer  
211 West Temple Street  
Los Angeles, CA 90012

#### **XIII. VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **XIV. WAIVER**

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

#### **XV. AUTHORIZATION WARRANTY**

The represents and warrants that the person executing this Agreement for Friends of Compton is an authorized agent who has actual authority to bind Friends of Compton to each and every term, condition, and obligation of this Agreement and that all requirements of Friends of Compton have been fulfilled to provide such actual authority.

**XVI. ENTIRE AGREEMENT**

This Agreement, and any executed amendments hereto, constitute the complete and exclusive statement of understanding of the Parties which supersedes all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement. No change or amendment to this Agreement shall be valid unless prepared pursuant to Section X, Amendments, of this Agreement.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and the Friends of Compton has caused this Agreement to be executed on its behalf by its authorized officer, on the dates indicated below.

COUNTY OF LOS ANGELES

By

Robert G. Luna, Sheriff

Date

5.6.25

FRIENDS OF COMPTON YAL, INC.

By

Daryll Harkless, Chairman

Date

04/17/25

APPROVED AS TO FORM:

Dawyn R. Harrison  
County Counsel

By

Deputy County Counsel