

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF BUTTE
AND
COUNTY OF SISKIYOU
REGIONAL FACILITY AGREEMENT
April 1, 2024, through June 30, 2027**

This Memorandum of Understanding (MOU) is entered into April 1, 2024, by and between the COUNTY OF BUTTE, a political subdivision of the State of California, acting through the BUTTE COUNTY PROBATION DEPARTMENT, hereinafter referred to as BUTTE and COUNTY OF SISKIYOU, a political subdivision of the State of California, hereinafter referred to as SISKIYOU. The purpose of this agreement is to set forth the types and terms of collaborative services of a Regional Facility Use Agreement between BUTTE and SISKIYOU hereinafter referred to as “Parties” collectively or “Party” individually.

WHEREAS, SISKIYOU has a need for use of a Juvenile Detention Facility and desires to place SISKIYOU youth detained pursuant to order of its SISKIYOU juvenile court in the BUTTE Juvenile Detention Facility (Detention Facility), to the extent that excess accommodations are available, and

WHEREAS, BUTTE currently operates and maintains a Detention Facility in the City of Oroville, located at 41 County Center Drive, where space may exist in excess of its needs:

NOW THEREFORE, in consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

A. SERVICES:

BUTTE shall provide placement in the Detention Facility, for SISKIYOU youth who have been accepted by BUTTE for such placement. Placement in the Detention Facility shall be made if BUTTE determines excess space in the facility exists and BUTTE agrees to accept the youth.

All SISKIYOU youth accepted for placement and placed in the Detention Facility shall receive the same accommodations and services as BUTTE youth in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care, mental health care, and dental care as arranged and authorized by SISKIYOU. Dental Care shall be limited to pain

management, injured teeth/gums, and conditions which may lead to malignancies (if detention is prolonged).

BUTTE may provide emergency medical services without prior authorization from SISKIYOU.

Payment for Medical, Dental, and Mental Health services shall be the responsibility of SISKIYOU in the event such services fall outside those contracted as being routinely provided to BUTTE youth.

B. TERM:

This Agreement shall be in effect from April 1, 2024, through June 30, 2027. SISKIYOU Board of Supervisors hereby ratifies, and approves for payment, services provided by BUTTE on April 1, 2024, to date of approval of this Agreement by the SISKIYOU Board of Supervisors. Either party may terminate this Agreement anytime, upon a thirty (30) day written notice to the other party.

C. PAYMENT:

Board and Care: SISKIYOU shall pay BUTTE monthly for the costs of board and care for each SISKIYOU youth so placed for each day or portion thereof that said SISKIYOU youth is housed in the Detention Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of BUTTE. The rate currently established by the Chief Probation Officer is \$175.00 per day, or portion of the day, for each standard bed occupied by a SISKIYOU youth and \$489.00 per day, or portion of the day, for each Secure Track Treatment Program (STTP) bed occupied by a SISKIYOU youth. This rate is subject to change by the Butte County Board of Supervisors. SISKIYOU shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this Agreement.

Legal Costs: SISKIYOU shall be solely responsible for providing legal services for said youth and solely responsible for the costs of such services.

Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus, or similar proceeding, is initiated by, or on behalf of, a SISKIYOU youth placed in the Detention Facility, SISKIYOU shall defend said litigation and hold BUTTE, its directors, officers, employees, and/or agents, fully harmless therefrom, unless it is determined that the petition or proceeding is based upon the willful misconduct, negligent act, omission, or violation of law by BUTTE, its directors, officers, employees, and/or agents, in which case the terms of the indemnity clause in Section G will control.

Medical and Psychological Services: SISKIYOU agrees to pay for or to reimburse BUTTE for the actual costs of any necessary psychological, dental care, prescription medications or mental health care provided by third-party contractors and required by a SISKIYOU youth placed pursuant to this Agreement. SISKIYOU agrees to pay for any costs above \$10,000 per medical/surgical inpatient catastrophic episode. BUTTE is authorized to obtain emergency medical, dental, and mental health care for SISKIYOU youths without prior authorization. All other services must be pre-authorized by SISKIYOU.

Education: SISKIYOU shall reimburse BUTTE for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate. Regular school expenses shall be those provided by the local school district within the Detention Facility.

Billing and Payments: BUTTE shall bill SISKIYOU on a per youth basis, on a monthly or quarterly basis. It is understood and agreed that the amount of consideration does not necessarily represent the actual cost monthly per ward of maintaining and operating the facility. SISKIYOU shall pay BUTTE within 30 days after receiving notice of payment due. Payment shall be made out to BUTTE COUNTY PROBATION and mailed to:

Butte County Probation
Attention: Fiscal
42 County Center Drive
Oroville, CA 95965

D. TRANSPORTATION:

SISKIYOU shall be responsible for providing round-trip transportation of SISKIYOU youth(s) to and from SISKIYOU and the Detention Facility. BUTTE shall provide routine transportation for SISKIYOU youth within Butte County for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportation is included in the per diem rate.

E. COURT DOCUMENTATION:

SISKIYOU shall be responsible for providing; conformed Court orders committing SISKIYOU youth(s) to the Detention Facility, dispositional report committing SISKIYOU youth(s) to the Detention Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to BUTTE transportation staff upon pick-up or delivery of SISKIYOU youth.

F. REFUSAL AND REMOVAL OF YOUTHS:

BUTTE determines the suitability of youth placed by SISKIYOU. At any time during the term of this Agreement, BUTTE may refuse to accept youth if space is unavailable and may return youth to SISKIYOU if BUTTE can no longer accommodate SISKIYOU youth. BUTTE shall have sole discretion to request removal of SISKIYOU youth(s) for any reason. Upon decision to remove SISKIYOU youth(s), BUTTE shall notify SISKIYOU by telephone and SISKIYOU shall pick-up said SISKIYOU youth(s) within five (5) working days of notification.

G. INDEMNITY:

It is agreed that SISKIYOU shall defend, save harmless and indemnify BUTTE, its directors, officers, employees, and/or agents from any and all claims for injuries or damage to persons and/or property, arising or alleged to arise out of the terms and conditions of this Agreement and which result from the willful misconduct, negligent act, omission, or violation of law by SISKIYOU, its directors, officers, employees, and/or agents.

It is further agreed that BUTTE shall defend, save harmless and indemnify SISKIYOU, its directors, officers, employees, and/or agents from any and all claims for injuries or damage to persons and/or property, arising or alleged to arise out of the terms and conditions of this Agreement and which result from the willful misconduct, negligent act, omission, or violation of law by BUTTE, its directors, officers, employees, and/or agents.

In the event of concurrent negligence of SISKIYOU, its directors, officers, employees, and/or agents, and BUTTE, its directors, officers, employees, and/or agents then the liability for any and all claims for injuries or damages to persons and/or property, arising or alleged to arise out of the terms and conditions of this Agreement shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

H. INSURANCE:

Sending County and Receiving County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

I. PRISON RAPE ELIMINATION ACT (PREA):

BUTTE will comply with the Prison Rape Elimination Act (34 U.S.C. § 303) and the Prison Rape Elimination Act final rule (28 C.F.R. Part 115) for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse.

J. ALTERATION OF TERMS:

The body of this Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all parties.

K. TERMINATION:

This Agreement may be terminated by either BUTTE OR SISKIYOU by a thirty (30) day written notice. Authorized costs incurred by BUTTE shall be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date indicated above unless the Completion Date is modified by written amendment to this Contract.

L. NOTICES:

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile, personal service by first class mail and addressed to the party to be so served as follows:

SISKIYOU:
Mike Coley, Chief Probation Officer
805 Juvenile Lane
Yreka, CA 96097
Phone: (530) 841-4155
Facsimile: (530) 841-4157

BUTTE:
Melissa Romero, Chief Probation Officer
42 County Center Drive
Oroville, CA 95965
Phone: (530) 538-7661
Facsimile: (530) 538-6826

Signatures on Next Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--BUTTE--

--SISKIYOU--

DEPARTMENT HEAD

By _____
Melissa Romero Date
Chief Probation Officer

By _____
Mike Coley Date
Chief Probation Officer

EXECUTING AUTHORITY

By _____
Sara MacArthur Date
Deputy Director
General Services Department

By _____
Michael N. Kobseff Date
Board of Supervisors - Chairman

REVIEWED FOR CONTRACT POLICY COMPLIANCE

General Services Contracts Division

ATTEST:
Laura Bynum
Clerk of the Board of Supervisors

By _____
Date

By _____
Deputy Date

REVIEWED AS TO FORM

By _____
Brad Stephens Date
Butte County Counsel

ACCOUNTING:

<u>Fund</u>	<u>Organization</u>	<u>Account</u>	<u>Act Code</u>	
1001	203050	740000		Rate - \$0.01
1001	203060	740000	202	Rate - \$0.01
2111	401081	740000		Rate - \$0.01