

MEMORANDUM OF UNDERSTANDING
REGIONAL JUVENILE DETENTION FACILITY USE AGREEMENT
Between County of Butte and Siskiyou County Probation Department
August 1, 2025 – June 30, 2028

This Memorandum of Understanding ("MOU") is entered into effective August 1, 2025, by and between the **County of Butte**, a political subdivision of the State of California, acting through its **Probation Department** (hereinafter "Butte"), and the **Siskiyou County Probation Department** (hereinafter "Siskiyou"), hereinafter referred to as "Parties" collectively or "Party" individually. The purpose of this MOU is to establish the terms and conditions under which Siskiyou may utilize the **Butte Juvenile Detention Facility** (the "Facility") to house juvenile detainees under the jurisdiction of the Siskiyou County juvenile court, subject to space availability.

Whereas, Siskiyou has a need for the use of a juvenile detention facility and desires to place youth, detained pursuant to orders of the Siskiyou County Juvenile Court, in the Facility, to the extent that excess accommodations are available; and

Whereas, Butte currently operates and maintains the Facility in the City of Oroville, located at 41 County Center Drive, which may have space in excess of its own needs;

Now, therefore, in consideration of the services to be rendered, the sums to be paid, and the mutual covenants and conditions contained herein, the Parties agree as follows:

Novation

Through the act of Novation, Butte and Siskiyou desire to discharge County contract R42369, and the parties now mutually agree to replace all obligations of the prior agreement, without recourse, with the valid terms, conditions, and consideration contained herein.

1. Services Provided

Butte shall provide housing in the Facility for Siskiyou youth upon acceptance and subject to the availability of space. All accepted Siskiyou youth shall receive the same accommodations and services provided to Butte youth in accordance with applicable federal, state, and local laws and regulations. Services include access to education, medical care, mental health care, and dental care, as arranged and authorized by Siskiyou. Dental care is limited to pain management, treatment of injuries, and conditions potentially leading to malignancy during prolonged detention.

Butte may provide emergency medical, dental, and mental health services without prior authorization from Siskiyou. Siskiyou shall be responsible for the cost of any medical, dental, or mental health services not included in routine care provided to Butte youth.

- **Detention Program**

The Detention Program provides supervision and care for youth detained for new

offenses who are awaiting a Dispositional Hearing. During this period, youth are assessed to determine the most appropriate services and interventions needed to support their rehabilitation and inform judicial decisions regarding their future care and supervision.

- **Butte County Probation Camp Program (Camp)**

Camp is a court-ordered, up to six-month rehabilitative program for juvenile offenders, emphasizing accountability and personal achievement. The program follows a structured, phase-based approach designed to prepare youth for successful reintegration into the community. Key elements include counseling, life skills development, and behavior modification, with a focus on reducing recidivism through personal responsibility and goal-setting.

- **Secure Youth Treatment Facility (SYTF) – Commitment to Success Program (CSP)**

The Commitment to Success Program (CSP) serves male youth ages 14 to 25 who were eligible for commitment to the Division of Juvenile Justice (DJJ) prior to its closure and shall further be defined as persons who are adjudicated to be a ward of the juvenile court based on an offense described in subdivision (b) of Section 707 or an offense described in Section 290.008 of the Penal Code, pursuant to WIC 1990(b). CSP focuses on reducing recidivism and promoting successful transitions to adulthood through collaborative case management, trauma-informed care, and evidence-based practices. Services begin immediately upon entry ("Exit upon Entry" model) and include individualized planning to address each youth's educational, employment, health, and relational goals. The program also emphasizes repairing harm to victims and communities while supporting youth and their families in making responsible and prosocial choices.

2. Term

This MOU shall remain in effect from August 1, 2025, through June 30, 2028, unless earlier terminated by either party with thirty (30) days' written notice.

3. Payment Terms

- **Board and Care:** Siskiyou shall pay Butte a per diem rate for each Siskiyou youth housed in the Facility. The current rate is \$325.00 per day for Detention beds, \$456.00 per day Camp beds, and \$780.00 per day for CSP beds. Rates are subject to change by the Butte County Chief Probation Officer with a minimum thirty (30) days' written notice to Siskiyou.
- **Legal Costs:** Siskiyou shall be solely responsible for legal services and associated costs for its youth.
- **Habeas Corpus Proceedings:** Siskiyou shall defend any writ of habeas corpus or similar proceedings filed on behalf of its youth and shall indemnify and hold harmless Butte, its officers, and employees from related claims.
- **Medical and Psychological Services:** Siskiyou shall reimburse Butte for the actual costs of third-party medical, mental health, or dental services exceeding routine care. Siskiyou shall pay for costs exceeding \$15,000 per catastrophic medical/surgical inpatient episode. Emergency care may be obtained without prior authorization.
- **Education:** Siskiyou shall reimburse Butte for any educational costs not covered by the State of California. Standard school services are included in the per diem rate.

- **Billing and Payment:** Butte shall bill Siskiyou monthly or quarterly, per youth. Payment is due within thirty (30) days of invoice receipt and shall be mailed to:

Butte County Probation Department
Attn: Contracts
42 County Center Drive
Oroville, CA 95965

4. Transportation

Siskiyou shall provide round-trip transportation for youth to and from the Facility. Butte will provide routine local transportation for medical, dental, or mental health services within Butte County, which is included in the per diem rate.

5. Court Documentation

Siskiyou shall provide the following documentation to Butte upon placement of any youth:

- Conformed court order of commitment
- Dispositional report
- Medical consent signed by parent/guardian or Juvenile Court Judge

6. Removal of Youth

Butte may, at its sole discretion, request the removal of any Siskiyou youth. Siskiyou shall retrieve the youth within five (5) business days of notification by Butte.

7. Indemnification

It is agreed that Siskiyou shall defend, save harmless and indemnify Butte, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of Siskiyou's performance of obligations under this Agreement and which result from the negligent acts or omissions of Siskiyou, its officers and/or employees.

It is further agreed that Butte shall defend, save harmless and indemnify Siskiyou, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of Butte's performance of obligations under this Agreement and which result from the negligent acts or omission of Butte, its officers and/or employees.

In the event of concurrent negligence of Siskiyou, its officers and/or employees, and Butte, its officers and/or employees then the liability for any and all claims for injuries or damages to persons and/or property which 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.

8. Insurance

BUTTE is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under BUTTE'S participation in the CSAC Excess Insurance Authority.

SISKIYOU is self-insured up to \$1,000,000 and beyond that amount is covered up to \$25 million by Public Risk Innovation, Solutions and Management (PRISM) General Liability I program.

9. Prison Rape Elimination Act (PREA) Compliance

Butte shall comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. §15601 et seq.) and applicable PREA standards. Butte acknowledges that compliance monitoring, including on-site inspections, may be conducted. Noncompliance may result in termination of this MOU.

10. Alteration of Terms

This MOU constitutes the full and complete agreement between the parties. No amendment or modification shall be valid unless in writing and formally approved and executed by both parties.

11. Termination

This MOU may be terminated by either party upon thirty (30) days' written notice. Authorized costs incurred by Butte up to the termination date shall be reimbursed by Siskiyou.

12. Notices

All notices shall be in writing and delivered via personal service, first-class mail, or facsimile to the following:

Siskiyou County:

Erin Welch, Chief Probation Officer
805 Juvenile Lane
Yreka, CA 96097
Phone: (530) 841-4155
Fax: (530) 841-4157

Butte County:

Melissa Romero, Chief Probation Officer
42 County Center Drive
Oroville, CA 95965
Phone: (530) 552-4412
Fax: (530) 538-7871

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the dates set forth below.

-- BUTTE --

PROBATION DEPARTMENT

By _____ Date _____
Melissa Romero
Chief Probation Officer

APPROVING AUTHORITY

By _____ Date _____
 Sarah MacArthur
 Deputy Director
 General Services Department

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

By _____

REVIEWED AS TO FORM
BUTTE COUNTY COUNSEL

By _____

-- SISKIYOU COUNTY --

By _____
Nancy Ogren Date
Board of Supervisors – Chairman

ATTEST:

By _____
Laura Bynum Date
Clerk of the Board of Supervisors

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



Human Resources Department
Division of Risk Management

Sheri Waters, Director

3 County Center Drive
Oroville, California 95965

HR: 530.552.3552
Risk: 530.552.3345
Fax: 530.538.7790

buttecounty.net/humanresources

Statement of Self-Insurance

Butte County, including all its departments, is self-insured for General Liability, Automobile Liability, and Workers' Compensation. Butte County carries excess insurance for the above insurances providing coverage above our self-insured retention that varies based on the type of insurance. General Liability starts at \$100,000 and Workers' Compensation at \$125,000.

Under our self-insurance program, the County will bear all risk of bodily injury and property damage losses that the County is legally required to pay because of liability imposed by law or assumed by contract. This program is currently in effect and will remain in effect as renewed each year by the County.

Julia Ogonowski
Risk Manager