



## Lassen County Probation Department

Adult & Juvenile  
Probation

2950 Riverside Drive,  
Suite 101  
Susanville, CA 96130

Phone: (530) 251-8212  
Fax: (530) 257-9160

### MEMORANDUM

To: Board of Supervisors

From: Jennifer Branning, Chief Probation Officer *JB*

Date: July 22, 2025

Subject: Agreement between Lassen County Probation and Butte County for Juvenile Detention

**Recommendation:** Board of Supervisors approve the Agreement between Butte County and Lassen County Probation Department.

The agreement is for the placement of wards of the juvenile court system provided by the Butte County Juvenile Detention Facility for Lassen County Probation Department. The agreement has a daily rate of \$325 per day per youth in a detention bed, a daily rate of \$456 per day per youth for Camp Condor beds and a daily rate of \$780 per day per youth for CSP beds.

**Financial Impact:** Expenditure to Probation 145-0561 not to exceed \$150,000 per fiscal year.

**Attachments:** Copies of the agreement.

**MEMORANDUM OF UNDERSTANDING**  
**REGIONAL JUVENILE DETENTION FACILITY USE AGREEMENT**  
**Between County of Butte and Lassen 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 **Lassen County Probation Department** (hereinafter "Lassen"), hereinafter referred to as "Parties" collectively or "Party" individually. The purpose of this MOU is to establish the terms and conditions under which Lassen may utilize the **Butte Juvenile Detention Facility** (the "Facility") to house juvenile detainees under the jurisdiction of the Lassen County juvenile court, subject to space availability.

**Whereas**, Lassen has a need for the use of a juvenile detention facility and desires to place youth, detained pursuant to orders of the Lassen 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 Lassen desire to discharge County contract R42308, 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 Lassen youth upon acceptance and subject to the availability of space. All accepted Lassen 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 Lassen. 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 Lassen. Lassen 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.

- **Camp Condor**

Camp Condor 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 Track – 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:** Lassen shall pay Butte a per diem rate for each Lassen youth housed in the Facility. The current rate is \$325.00 per day for Detention beds, \$456.00 per day Camp Condor 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 Lassen.
- **Legal Costs:** Lassen shall be solely responsible for legal services and associated costs for its youth.
- **Habeas Corpus Proceedings:** Lassen 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:** Lassen shall reimburse Butte for the actual costs of third-party medical, mental health, or dental services exceeding routine care. Lassen shall pay for costs exceeding \$15,000 per catastrophic medical/surgical inpatient episode. Emergency care may be obtained without prior authorization.
- **Education:** Lassen 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 Lassen 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**

Lassen 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**

Lassen 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 Lassen youth. Lassen shall retrieve the youth within five (5) business days of notification by Butte.

#### **7. Indemnification**

It is agreed that Lassen 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 Lassen's performance of obligations under this Agreement and which result from the negligent acts or omissions of Lassen, its officers and/or employees.

It is further agreed that Butte shall defend, save harmless and indemnify Lassen, 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 Lassen, 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**

Each party is self-insured up to \$100,000 and covered up to \$25 million through participation in the CSAC Excess Insurance Authority.

## **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 and DJJ policies. 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 Lassen.

## **12. Notices**

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

### **Lassen County:**

Jennifer Branning, Chief Probation Officer  
2950 Riverside Drive, Suite 101  
Susanville, CA 96130  
Phone: (530) 251-8212  
Fax: (530) 257-9160

### **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 \_\_\_\_\_  
Melissa Romero Date  
Chief Probation Officer

APPROVING AUTHORITY

By \_\_\_\_\_  
Sara MacArthur Date  
Deputy Director  
General Services Department

REVIEWED FOR CONTRACT POLICY COMPLIANCE  
General Services Contracts Division

By \_\_\_\_\_

REVIEWED AS TO FORM  
BUTTE COUNTY COUNSEL

By \_\_\_\_\_

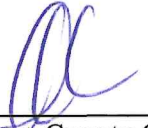
Approved as to Form  
JUL 09 2025  
Lassen County Counsel

-- LASSEN COUNTY --

By \_\_\_\_\_  
Maurice Anderson Date  
County Administrative Officer

By \_\_\_\_\_  
Jennifer Branning Date  
Chief Probation Officer

APPROVED AS TO FORM:

By  \_\_\_\_\_  
Lassen County Counsel Date  
7/9/25