



LASSEN COUNTY PROBATION DEPARTMENT

Adult Probation

Physical & Mailing:

2950 Riverside Dr.
Suite 101
Susanville, CA 96130
Phone# 530-251-8212
Fax# 530-257-9160

Juvenile Probation

1415A Chestnut Street
Susanville, CA 96130

Mailing Adr:

2950 Riverside Dr.
Suite 101
Susanville, CA 96130
Phone# 530-251-8212
Fax# 530-257-9160

Juvenile

Detention Facility

1415B Chestnut Street
Susanville, CA 96130

Mailing Adr:

2950 Riverside Dr.
Suite 101
Susanville, CA 96130
Phone# 530-251-8324
Fax# 530-251-1891

MEMORANDUM

To: Board of Supervisors
From: Jennifer Branning, Chief Probation Officer
Date: August 22, 2019
Subject: Memorandum of Understanding (MOU) between Lassen County Probation and Butte County for Juvenile detention FY 19/20

A handwritten signature in blue ink, appearing to read "JB".

Recommendation: Board of Supervisors approve the Memorandum of Understanding (MOU) between Butte County and the Lassen County Probation Department.

This Memorandum of Understanding (MOU) is for placement of wards of the juvenile court provided by the Butte County Juvenile Detention Facility for Lassen County Probation at the daily rate of \$110.00 per day, per bed and a daily rate of \$120.00 per day per youth commitment to the Camp Condor Program.

This Agreement will provide beds for wards of the juvenile court shall they need to be detained in a facility.

Financial Impact: Expenditure for Probation 145 (0561) not to exceed \$100,000 per fiscal year.

Attachments: Copies of the Agreement

CONTRACT NO.

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF
BUTTE AND
LASSEN COUNTY PROBATION
DEPARTMENT
REGIONAL FACILITY USE AGREEMENT
July 1, 2019 through June 30, 2020

R 4 1 9 1 5

COUNTY OF BUTTE

This Memorandum of Understanding (MOU) is entered into July 1, 2019 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 the LASSEN COUNTY PROBATION DEPARTMENT, hereinafter referred to as LASSEN. The purpose of this MOU is to set forth the types and terms of collaborative services of a Regional Facility Use Agreement between BUTTE and LASSEN hereinafter referred to as "Parties" collectively or "Party" individually.

WHEREAS, LASSEN has a need for use of a Juvenile Detention Facility and desires to place LASSEN youth detained pursuant to order of its LASSEN 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 Dr., 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 LASSEN 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 LASSEN 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 regulation. Such services shall include facilitation of appropriate educational services, medical care, mental health care, and dental care as arranged and authorized by LASSEN. 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 LASSEN.

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

A. TERM:

This Agreement shall be in effect from July 1, 2019 through June 30, 2020. This Agreement may be terminated at anytime by either party hereto, upon a thirty (30) day written notice to the other party.

B. PAYMENT:

Board and Care: LASSEN shall pay BUTTE monthly for the costs of board and care for each LASSEN youth so placed for each day or portion thereof that said LASSEN 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 \$110.00 for each 24-hour day or portion thereof for a youth detained in a detention bed and \$120.00 for each 24-hour day or portion thereof for a youth committed to the Camp Condor program. This rate is subject to change by the Butte County Board of Supervisors. LASSEN shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this Agreement.

Legal Costs: LASSEN 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 LASSEN youth placed in the Detention Facility, LASSEN shall defend said litigation and hold BUTTE, its officers and employees, fully harmless there from.

Medical and Psychological Services: LASSEN 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 LASSEN youth placed pursuant to this Agreement. LASSEN agrees to pay for any costs above \$15,000 per medical/surgical inpatient catastrophic episode. BUTTE is authorized to obtain emergency medical, dental, and mental health care for LASSEN youths without prior authorization. All other services must be pre-authorized by LASSEN.

Education: LASSEN 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 LASSEN 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. LASSEN shall pay BUTTE within 30 days after receiving notice of payment due. Payment shall be made out to BUTTE and mailed to:

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

C. TRANSPORTATION:

LASSEN shall be responsible for providing round-trip transportation of LASSEN youth(s) to and from LASSEN and the Detention Facility. BUTTE shall provide routine transportation for LASSEN 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.

D. COURT DOCUMENTATION:

LASSEN shall be responsible for providing; conformed Court orders committing LASSEN youth(s) to the Detention Facility, dispositional report committing LASSEN 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 LASSEN youth.

E. REMOVAL OF YOUTHS:

BUTTE shall promptly remove any LASSEN youth(s) placed in the Detention Facility upon request of BUTTE. BUTTE shall have sole discretion to request removal of LASSEN youth(s). Upon decision to remove LASSEN youth(s), BUTTE shall notify LASSEN by telephone and LASSEN shall pick-up said LASSEN youth(s) within five (5) working days of notification.

F. INDEMNITY:

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 the terms and conditions of 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 the terms and conditions of 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.

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

H. PRISON RAPE ELIMINATION ACT (PREA):

BUTTE will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. BUTTE acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies, may result in termination of the contract.

I. 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.

J. TERMINATION:

This Agreement may be terminated by either BUTTE OR LASSEN 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.

K. 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:

LASSEN:

Jennifer Branning, Chief Probation Officer
2950 Riverside Drive, Suite 101
Susanville, Ca 96130
Phone: 530-251-8212
Facsimile: 530-257-9160

BUTTE:

Wayne Barley, Chief Probation Officer
42 County Center Drive
Oroville, CA 95965
Phone: 530-538-7663
Facsimile: 530-538-7871

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

-- BUTTE --

By Wayne Barley 6/18/19
Wayne Barley Date
Chief Probation Officer

By Tamara Ingersoll 7/12/19
Tamara Ingersoll Date
Deputy Director
General Services Department

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

By Sandra Shein 7/8/19

REVIEWED AS TO FORM
BRUCE S. ALPERT
BUTTE COUNTY COUNSEL

By Bruce S. Alpert 7/10/19

-- LASSEN --

By *m* _____
Richard Egan Date
County Administrative Officer

By *JBranning* 6/11/19
Jennifer Branning Date
Chief Probation Officer

APPROVED AS TO FORM:

By *JmF* 6-6-19
Lassen County Counsel Date



BUTTE COUNTY PROBATION DEPARTMENT

42 County Center Drive
Oroville, California 95965-3377
(530) 538-7661/7395

Fax: (530) 538-6826



WAYNE BARLEY
Chief Probation Officer
E-Mail: wbarley@buttecounty.net

MELISSA ROMERO
Chief Deputy Probation Officer
E-Mail: mromero@buttecounty.net

July 23, 2019

Lassen County Probation Department
Attention: Jennifer Branning, Chief Probation Officer
2950 Riverside Drive, Suite 101
Susanville, CA 96130

SUBJECT: Contract #R41915

Dear Chief Branning,

Enclosed you will find a fully executed contract #R41915.

The Department looks forward to working with you.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Sawyer".

Michelle Sawyer
Administrative Analyst, Senior
Butte County Probation Department

Enclosures