

**Memorandum of Understanding
Between the County of Yolo and the California Department of Corrections and
Rehabilitation Regarding a Secure Community Reentry Facility**

This Memorandum of Understanding ("MOU") is entered into between the County of Yolo ("County") and the California Department of Corrections and Rehabilitation ("CDCR") and is effective this ____ day of September, 2008. The County and CDCR are each referred to as a "Party" and are collectively referred to as the "Parties."

Recitals

WHEREAS, in enacting the Public Safety and Offender Rehabilitation Act of 2007, as amended (the "Act"), the Legislature has found and declared that: (a) the continuity of services provided both before and after an inmate's release on parole will improve the parolee's opportunity for successful reintegration into society (Penal Code § 6270(a)); and (b) placing an inmate in a secure correctional facility within the community prior to parole into that community provides the opportunity for both parole officers and local law enforcement personnel to better coordinate supervision of that parolee (Penal Code § 6270(b));

WHEREAS, Penal Code section 6271 authorizes CDCR to construct, establish and operate reentry facilities in a city, county, or city and county that requests a reentry facility ("Secure Community Reentry Facility" or "SCRF");

WHEREAS, Penal Code section 6273 provides that in the locations where an SCRf is established, CDCR shall develop a collaborative partnership with local government, local law enforcement, and community service providers;

WHEREAS, the County has adopted a resolution that supports use of the Yolo SCRf as a Secure Community Reentry Facility.

WHEREAS, the County has expressed its intent to assist and support CDCR in establishing an SCRf in the County ("Yolo SCRf");

WHEREAS, CDCR is committed to assisting the County with parolee's transportation upon release from a Yolo SCRf.

Agreement

NOW, therefore, the Parties agree as follows:

1. **CDCR's Coordination of Transportation.** CDCR will ensure that all inmates released to parole from the Yolo SCRf will have coordinated transportation from the Yolo SCRf to their approved placement in the community based on the inmate's reentry plan. The method of transportation will necessitate planning, coordination, and facilitation of transportation options including transportation by inmate family and friends, representatives from the County's Sheriff's department, representatives from community based organizations, or CDCR staff. CDCR and Yolo County are committed to entering into a Memorandum of Understanding within 60 days regarding transportation of

released inmates from the Yolo County SCRF. CDCR agrees to on-going discussions with the County concerning parolee releases.

2. Parolee Transportation. The County and CDCR will coordinate and develop the transportation of released Yolo SCRF inmates from the Yolo SCRF based upon each parolee's release plan and in accordance with section 3003 of the Penal Code ("Parole: Geographic Placement"). This section 2 shall not limit section 3003(b)'s authorization for CDCR or the Board of Parole Hearings to return an inmate to a different county if that would be in the best interests of the public.
3. Continuation of Parolee Services. CDCR parole will continue to provide post release services to parolees, and will continue to utilize CDCR's allocated resources and funding to provide services to the active parole population in the County. CDCR agrees to comply with penal code sections 2062, 2694 and 3073 regarding parolee services consistent with funding authority, which sections provide in relevant part:
 - a. The Department of Corrections and Rehabilitation shall develop and implement a plan to obtain additional rehabilitation and treatment services for prison inmates and parolees, including plans to obtain from local governments and contractors services for parolees needing treatment while in the community and services that can be brought to inmates within prison. (Penal Code § 2062(a)(3)).
 - b. The Department of Corrections and Rehabilitation shall expand follow-up treatment services in the community in order to ensure that offenders who participate in substance abuse treatment while incarcerated in prison shall receive necessary follow-up treatment while on parole. (Penal Code § 2694).
 - c. The Department of Corrections and Rehabilitation is hereby authorized to obtain day treatment, and to contract for crisis care services, for parolees with mental health problems. Day treatment and crisis care services should be designed to reduce parolee recidivism and the chances that a parolee will return to prison. The department shall work with counties to obtain day treatment and crisis care services for parolees with the goal of extending the services upon the completion of the offender's period of parole, if needed. (Penal Code § 3073).
4. Fencing. On a case by case basis, CDCR is willing to provide a boundary fence, as defined in CDCR's design guidelines at the request of the County. Such fence shall be constructed so as not to unnecessarily restrict visitors, service providers and other non-CDCR personnel from entering the premises to conduct necessary business in connection with the operation of the SCRF. The design of the Secure Reentry Facility Prototype utilizes a secure building envelope that creates a secure perimeter. As a result, no additional security fencing is required or incorporated into the base prototype design.
5. Case Management. All persons housed in the SCRF will receive risk and needs assessments, case management and planning services, and services and supports to assist in successful transition between custody and parole (Penal Code § 6272).

A Case Management Plan (“CMP”) will be developed for each inmate based on his assessed risks and needs, using a standardized assessment and classification process. The CMP will include specific goals, objectives, program interventions and timelines that are appropriate to address the inmates’ identified needs. The CMP provides an individualized roadmap for treatment intervention while in the reentry facility, and a specific reentry plan for the offenders’ transition and reintegration to the community.

6. Collaborative Process. Pursuant to Penal Code Section 6273 and the obligation and stated intention and desire of CDCR to develop a collaborative partnership with local government, local law enforcement, and community service providers, CDCR agrees to meet as reasonably necessary with the County and/or its designated committees or with other local governmental agencies when requested by the County to in good faith and address and negotiate any community or county issues, that arise during the design, construction or operation of the Yolo SCRF. Issues may include but are not limited to, community safety, infrastructure, transportation, emergency services, and impacts on local justice operations. CDCR shall afford the opportunity for input into the design of any SCRF to the local community in which the SCRF is placed. However, CDCR shall have final authority over the SCRF's design in order to ensure compliance with all applicable laws, including but not limited to lease revenue financing requirements.
7. Citizens Advisory Committee. Upon activation of the SCRF, CDCR agrees to establish a local Citizens Advisory Committee whose primary objective is to promote communications between the SCRF, region and the community.
8. Termination. This MOU shall automatically terminate without notice after seven years from this MOU’s effective date if the Yolo SCRF is not sited and operating.
9. General Provisions.
 - a. Authority. Each signatory of this MOU represents that s/he is authorized to execute this MOU on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.
 - b. Amendment. This MOU may be amended or modified only by a written instrument executed by each of the Parties to this MOU.
 - c. Jurisdiction and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this MOU shall be brought and maintained to the extent allowed by law in the County of Sacramento, California.
 - d. Headings. The paragraph headings used in this MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the Parties to this MOU.

- e. Construction and Interpretation. This MOU has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this MOU.
- f. Entire Agreement. This MOU constitutes the entire understanding of the Parties with respect to the subject matter of this MOU and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOU.
- g. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- h. Notices. All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

County of Yolo

County Administrator
County of Yolo
625 Court Street, Suite 202
Woodland, CA 95695

CDCR

Deputy Director
Facilities Management Division
Department of Corrections and
Rehabilitation
9838 Old Placerville Road, Suite B
Sacramento, CA 95827

Deputy Director
Acquisitions and Dispositions
Department of Corrections and
Rehabilitation
9838 Old Placerville Road, Suite B
Sacramento, CA 95827

IN WITNESS THEREOF, the parties hereto have executed this Agreement as specified below.

COUNTY OF YOLO

By:

Name:

Title:

Date:

CALIFORNIA DEPARTMENT OF
CORRECTIONS AND
REHABILITATION

By:

Name: Deborah Hysen

Title: Chief Deputy Secretary,
Facilities Planning, Construction, and
Management

Date: Sept. 17, 2008