

RESOLUTION NO. 08-185

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION AND THE COUNTIES OF SAN LUIS OBISPO, SANTA BARBARA AND SAN BENITO, STIPULATING SPECIFIC CONDITIONS FOR OPERATION OF A 500-BED JOINT RE-ENTRY FACILITY LOCATED WITHIN THE CITY OF PASO ROBLES

WHEREAS, on September 16<sup>th</sup>, 2008, the City Council of the City of Paso Robles adopted a resolution of support for a 500 bed re-entry facility subject to the execution of a mutually acceptable Memorandum of Understanding ("MOU") by and between the City of Paso Robles, the Counties of San Luis Obispo, Santa Barbara and San Benito, and the California Department of Corrections and Rehabilitation ("CDCR") within 180 days; and

WHEREAS, the parties have mutually agreed upon the proposed mutually acceptable MOU, attached hereto as Exhibit A, and incorporated herein by reference.

NOW THEREFORE BE IT RESOLVED the City Council of the City of Paso Robles does hereby authorize the City Manager to enter into the Memorandum of Understanding (MOU) with the California Department of Correction and Rehabilitation and the Counties of San Luis Obispo, Santa Barbara, and San Benito, in substantially the form attached hereto, subject to any minor clarifying, non-substantive changes approved by the City Manager and the City Attorney, regarding the operation of a 500-bed joint re-entry facility located within the City of Paso Robles.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 18<sup>th</sup> of November, 2008 by the following vote:

AYES: Hamon, Nemeth and Strong  
NOES: Picanco and Mecham  
ABSENT:  
ABSTAIN:

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Frank R. Mecham, Mayor

ATTEST:

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Deborah D. Robinson, Deputy City Clerk

## Memorandum of Understanding

### Among the Counties of San Benito, Santa Barbara, and San Luis Obispo, the City of El Paso de Robles, and the California Department of Corrections and Rehabilitation; Regarding the Central Coast Regional Secure Community Reentry Facility

This Memorandum of Understanding (“MOU”) is entered into among the Counties of San Benito, Santa Barbara, and San Luis Obispo (“**Partnering Counties**”), the City of El Paso de Robles (“**City**”), and the California Department of Corrections and Rehabilitation (“**CDCR**”) and is effective this \_\_\_\_ day of \_\_\_\_\_, 2008. Each of the Partnering Counties, the City, 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 release on 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 a Secure Community Reentry Facility is established, CDCR shall develop an ongoing collaborative partnership with local government, local law enforcement, and community service providers;

WHEREAS, the Partnering Counties have expressed their intent to assist and support CDCR in establishing a Secure Community Reentry Facility on certain property within the City (“**Regional Facility**”) and in the vicinity of the El Paso De Robles Youth Correctional Facility where such Secure Community Reentry Facility may house inmates from each of the Partnering Counties;

WHEREAS, CDCR is committed to assisting counties with inmate transportation upon release from a Secure Community Reentry Facility, such as the Regional Facility; and

WHEREAS, the City is willing to cooperate in the siting of the Regional Facility within the City provided that the Partnering Counties and CDCR assure the City they will establish, fund and maintain procedures to transport Regional Facility parolees to their respective communities in a timely and efficient manner for so long as the Regional Facility is in operation;

WHEREAS, the Partnering Counties and CDCR intend to enter into the Central Coast Regional Secure Community Reentry Facility Siting Agreement (the “Siting Agreement”)

regarding the use of property within the City for the Regional Facility and other associated obligations with respect thereto.

WHEREAS, the Parties intend the Siting Agreement and this MOU to create a collaborative planning process for the evaluation and implementation of the SCRF that will not commit any of the Parties to a definite course of action until the completion of all planning activities.

WHEREAS, as part of that collaborative planning process, each Party understands and acknowledges that the identification of the proposed location for the Regional Facility, which is certain property within the City, is still tentative and that the Partnering Counties, the City, and CDCR intend, through the environmental review process contemplated in paragraph 7 below, fully to consider the feasibility and advantages/disadvantages of alternative locations for the Regional Facility that are located either within or outside the City, as well as alternative configurations and feasible mitigation measures for the proposed project.

### Agreement

NOW, therefore, the Parties agree as follows:

1. CDCR's Coordination of Transportation. In collaboration with the respective counties, CDCR will ensure that all inmates released to parole from the Regional Facility will have coordinated transportation from the Regional Facility directly to their respective communities. Providing the appropriate method of transportation will necessitate planning, coordination, and facilitation of transportation options including use of representatives from the Sheriff's department for the Partnering County of the parolee's last legal residence, use of community based organizations or CDCR (Parole Agent or institution transportation unit).
2. Reentry Parolee Transportation. The Partnering Counties and CDCR will coordinate and develop the transportation of released parolees from the Regional Facility to their county of last legal residence based upon each parolee's release plan and in accordance with section 3003 of the Penal Code ("**Release Location**"). This section 2 shall not limit section 3003(b)'s authorization for CDCR or the Board of Parole Hearings to parole an inmate to a different county if that would be in the best interests of the public. The method of transportation will be determined prior to, and will be available contemporaneous with an inmate's release from the Regional Facility on parole, and in all cases shall include an escort arranged by the Partnering County and/or CDCR. In cases where a parolee is released and scheduled to return to San Luis Obispo County, transportation will be provided by community based organizations or representatives from the San Luis Obispo County Sheriff's department or CDCR directly from the Regional Facility to the county jail complex or the parolee's direct placement location. If the parolee intends to transfer to a permanent residence or a residential facility within the City, pursuant to an adopted parolee release plan, the parolee shall be transported directly from the Regional Facility to the proposed residence or facility. Each of the Partnering Counties covenants and agrees that it shall be responsible for ensuring that

the parolees from its respective county are transported from the Regional Facility in accordance with this MOU.

3. Transportation Mode. So long as the Regional Facility is in operation, each Partnering County shall be the primary responsible party for transporting a parolee from the Regional Facility to the designated Release Location in such partnering County. In the unusual event that San Benito or Santa Barbara County is unable to provide for or complete the transport, CDCR staff will work with the County, which may include CDCR personnel transporting or arranging transportation for the parolee from the Regional Facility to the Release Location. Based on the distance from the Regional Facility, CDCR retains the right to request and receive reimbursement from the San Benito and Santa Barbara Counties for CDCR's actual costs of providing transport services, including but not limited to the cost of staff-time and fuel. If requested in writing, CDCR agrees to assist the San Luis Obispo Sheriff in providing parolee release transportation to the county jail complex on alternating days or other schedule mutually agreed upon by CDCR and San Luis Obispo County. CDCR and the Partnering Counties specifically agree that no parolee shall be released from the Regional Facility unless and until the arranged transportation to a Release Location is available for such transport.
4. No City Responsibility for Parolee Transportation. The transportation of released Regional Facility inmates shall not utilize any City services or public transportation provided and/or funded primarily by the City, and shall be accomplished without financial cost to the City.
5. Community Services for Parolees. Prior to the release of any parolees from the Regional Facility, CDCR and the Partnering Counties will have a reentry planning team in place, conduct an assessment of existing community services within each of the Partnering Counties, identify any additional services needed by parolees, and seek viable options, including expansions of programs where warranted and funded. In no case shall the Partnering Counties be responsible for the costs of any such additional services or options that are the responsibility of CDCR to provide.
6. Continuation of Parolee Services. So long as the Regional Facility is in operation, CDCR agrees that it shall provide post release services for parolees within the Partnering Counties utilizing allocated resources, and will continue to utilize CDCR's existing allocated resources and funding to provide services to the active parole population in each of the Partnering Counties.
7. Environmental Review.
  - (a) Approval and/or carrying out of the proposed Regional Facility shall only occur after compliance with all legally required environmental review pursuant to the California Environmental Quality Act (Public Resources Code §21000 et seq.) ("CEQA"), and shall also only occur after making any required findings pursuant to 14 C.C.R. section 15091 and, as necessary and if supported by substantial evidence, a statement of overriding considerations pursuant to 14 C.C.R. section

15093. CDCR shall use its best faith efforts to actively consult with the City regarding CDCR's preparation of all documentation required by CEQA, shall send notices to City during such environmental review process and solicit comments from City regarding the potential environmental impacts of the Regional Facility and any measures required to mitigate those impacts.

- (b) The Parties to this MOU hereby understand and acknowledge the following:
- (i) CEQA requires all public agencies to consider feasible potential alternative locations for a proposed project, as well as feasible alternative configurations and mitigation measures for a proposed project.
  - (ii) No Party has yet given any approval to locating the Regional Facility on certain property within the City owned by the State of California. Any approvals of the SCRF (including, but not limited to location) shall only occur after a thorough and public consideration of all feasible alternative locations, configurations and mitigation measures, as required by CEQA.
  - (iii) CDCR will, as Lead Agency for the proposed Regional Facility, consider an appropriate set of alternative locations, configurations and mitigation measures for the SCRF. Each of the other Parties will cooperate with CDCR in this evaluation of potential alternative locations, configurations and mitigation measures for the SCRF but shall be free to exercise its own judgment in evaluating the proposed project as it is finally developed.
  - (iv) In order fully to implement the provisions of CEQA, CDCR intends to commence the preparation of an appropriate environmental document at the soonest possible date.
8. City Resolution. Based on the assurances provided by each of the Partnering Counties in their respective resolutions approving this MOU and by CDCR in its approval of this MOU and in specific reliance thereon, the City is willing to adopt a resolution that supports locating a Regional Facility within the City. This MOU meets the terms of City resolution 08-141 for City support for the Regional Facility.
9. Remedies for Breach. In the event that any Parties to this MOU are found to be in breach of any obligation under this MOU, the Parties hereto are entitled to seek any remedies, whether legal or equitable, available to enforce the terms of this MOU. Any prevailing party in any such action shall be entitled to recover attorneys' fees, costs and any other necessary disbursements related to such action.
10. Termination. This MOU shall automatically terminate without notice after seven years from this MOU's effective date if the Regional Facility is not sited in the City and operating in accordance with CDCR standards.
11. Siting Agreement. Each Partnering County and CDCR agrees that any joint operations/governance or other agreement that it, including any successor in interest,

enters into in furtherance of the Siting Agreement, with respect to the Regional Facility, shall be consistent with the terms of this MOU.

12. 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. *Waivers.* Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.
- i. *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 San Luis Obispo**

*(Insert Address)*

**County of San Benito**

Board of Supervisors  
481 4<sup>th</sup> Street  
Hollister, CA 95023  
Attn: Jaime De La Cruz, Chair

**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

**County of Santa Barbara**

*(Insert Address)*

**City of El Paso de Robles**

City of El Paso de Robles  
1000 Spring Street  
Paso Robles, CA 93446

Attn: Chief of Police  
Phone: (805) 227-7520  
Fax: (805) 237-4138

with a copy to:

Iris P. Yang  
McDonough Holland & Allen PC  
555 Capitol Mall, 9<sup>th</sup> Floor  
Sacramento, CA 95814

Phone: (916) 444-3900  
Fax: (916) 444-8334



(signature page follows)

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

COUNTY OF SAN LUIS OBISPO

COUNTY OF SANTA BARBARA

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

COUNTY OF SAN BENITO

CITY OF EL PASO DE ROBLES

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

CALIFORNIA DEPARTMENT OF  
CORRECTIONS AND  
REHABILITATION

By:

Name:

Title:

Date:

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