



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Captain Michael Gottner 854-4181

Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton 854-9788

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on request to establish Memorandum of Agreement between TCSO and the Hays County Sheriff's Office for the temporary housing of inmates during emergencies.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

TCSO seeks to establish Memorandums of Agreement with Sheriff Offices that are adjacent to Travis County in order to assist one another during emergency conditions for the temporary housing of inmates during exigent circumstances.

STAFF RECOMMENDATIONS:

TCSO recommends the establishment of this agreement to ensure immediate temporary housing for Travis County Inmates is readily available under emergency conditions which may arise.

ISSUES AND OPPORTUNITIES:

The establishment of this Memorandum of Agreement will not only allow for temporary emergency inmate housing, but it will also allow TCSO & HCSO to conduct periodic training exercise to ensure the functionality of the agreement is sound.

FISCAL IMPACT AND SOURCE OF FUNDING:

During the temporary housing of inmates, the sending facility shall provide all logistical support to maintain their inmate population to include, but not limited to; Temporary housing, Inmate Clothing, Inmate bedding, Food, Medical care to include medications, and Security staff with communications. Once the emergency situation or exercise is concluded, TCSO or HCSO may request financial reimbursement for expenditures identified as related to the emergency or exercise.

REQUIRED AUTHORIZATIONS:

Major Darren Long 854-9348

Captain Michael Gottner 854-4181

County Attorney Jim Connolly 854-9513

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a single pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.



Greg Hamilton, Travis County Sheriff

MEMORANDUM

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**MEMORANDUM OF AGREEMENT BETWEEN
TRAVIS COUNTY SHERIFF'S OFFICE
AND
HAYS COUNTY SHERIFF'S OFFICE**

This Memorandum of Agreement (MOA) by and between the Travis County Sheriff's Office (TCSO) and Hays County Sheriff's Office (HCSO) is effective upon signed agreement.

WHEREAS, TCSO operates a 24-hour secure local jail with a rated capacity of 3,167 beds, which houses pre-adjudicated and post-adjudicated adult offenders; and HCSO operates a 24-hour secure local jail with a rated capacity of 362 beds, which houses pre-adjudicated and post-adjudicated adult offenders;

WHEREAS, HCSO's limited capacity occasionally presents logistical issues related to housing pre-adjudicated and post-adjudicated adult offenders, particularly during times of emergency; and

WHEREAS, TCSO's capacity allows for flexibility and possible assistance to HCSO, if, as, and when it experiences logistical issues related to housing pre-adjudicated and post-adjudicated adult offenders.

NOW THEREFORE, in consideration of the premises and terms and conditions hereinafter set forth, TCSO and HCSO agree as follows:

1. During emergency conditions or during the performance of a practice exercise, TCSO may evacuate inmates from any of its facilities to the HCSO facilities located at 1307 Uhland Road, San Marcos, TX 78666
2. During emergency conditions or during the performance of a practice exercise, HCSO may evacuate inmates from their facility to TCSO's Correctional Complex located at 3614 Bill Price Road, Del Valle, TX 78614.
3. The evacuations of inmates from one location to the other may be on a short-term basis (24 hours or less) or long-term basis (up to two weeks) during which permanent housing could be identified and secured.
4. During long-term relocation, tents may be used to house inmates if they are available.
5. During both short and long-term housing, the sending facility shall provide all logistical support to maintain their inmate population to include, but not limited to;
 - Temporary housing,
 - Inmate Clothing,
 - Inmate bedding,
 - Food,
 - Medical care to include medications, and
 - Security staff with communications.

6. K-9 assistance may be requested to support the recapture of an escaped inmate and/or to assist in establishing a secure perimeter. TCSO shall provide a K-9 narcotic search team when requested by HCSO, if such is available at the time of the request.
7. Once the emergency situation or exercise has concluded, HCSO and TCSO may request financial reimbursement for any supplies, equipment, services, materials, and all other expenditures identified as related to the emergency or exercise.
8. In the event of a long-term evacuation, visitation shall be conducted for the inmates in accordance with the receiving agency's protocols, if space is available to conduct visitation and such may be completed safely and securely.
9. Either party may terminate this MOA for any reason by giving the other party thirty (30) days prior written notice of termination as follows:

Travis County Sheriff's Office
ATTN: Greg Hamilton, Sheriff
P.O. Box 1748
Austin, Texas 78767

Hays County Sheriff's Office
ATTN: Gary Cutler, Sheriff
1307 Uhland Road
San Marcos, Texas 78666

10. The term of this MOA shall continue until September 30, 2012, at which time it will automatically renew for one year.

INTERLOCAL AGREEMENT

11. HCSO and TCSO, as offices within units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include governmental functions in which the Parties are mutually interested, including the operation of jail facilities.
12. Pursuant to §791.011(d)(1) of the Texas Government Code, this Agreement has been duly authorized by the governing body of both Counties.
13. Pursuant to §791.011(d)(3) of the Texas Government Code, the Parties agree that the funds being committed by the Counties under this Agreement shall be paid from current revenues available to each respective County.

TRAVIS COUNTY

Sam Biscoe, County Judge

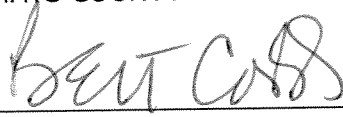
Date



Greg Hamilton, Sheriff

2/15/12
Date

HAYS COUNTY



Bert Cobb, County Judge

1-31-2012
Date



Gary Cutler, Sheriff

01/26/2012
Date