

Item # _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUESTPlease consider the following item for **VOTING SESSION: September 10, 13**

- A. REQUEST MADE BY:** Sheriff Greg Hamilton 
 (Elected/Appointed Official/Executive Mgr/County Attorney)

REQUESTED TEXT:

Consider and approve Memorandum of Understanding between the Office of Violent Sex Offender Management and Travis County for the housing of Releasees for the 2013-2015 contract term.

COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:**

County Atty, Purchasing

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

- Additional funding for any department or for any purpose**
 Transfer of existing funds within or between any line item budget
 Grant

PURCHASING OFFICE (854-9700)

- Bid, Purchase Contract, Request for Proposals**

COUNTY ATTORNEY'S OFFICE (854-9415)

- Contract, Agreement, Policy & Procedure**

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesday at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



James N Sylvester
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

August 27, 2013

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Bruce Todd, Commissioner, Precinct 2
Honorable Gerald Daugherty, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Margaret Seville, Planner

SUBJECT: Memorandum of Understanding between the Office of Violent
Sex Offender Management and the Travis County Sheriff's Office

Attached is this year's MOU renewal between Travis County and the Office of Violent Sex Offender Management (OVSOM) for the housing of program releases at the Del Valle Correctional Complex. There are no changes to the language from this year's MOU.

This new MOU will extend through August 31st, 2015 with no other changes to the contract anticipated at this time. It has been reviewed by the County Attorney.

Currently, Travis County houses an average of seven to ten OVSOM clients per month. No change in the fee for this is included in this modification. Your support and approval of this contract renewal is appreciated. If you have any questions, please feel free to contact my office at 854-9804.

CC. File

**AMENDMENT AND RENEWAL OF
MEMORANDUM OF UNDERSTANDING
BETWEEN
OFFICE OF VIOLENT SEX OFFENDER MANAGEMENT
(FORMERLY COUNCIL ON SEX OFFENDER TREATMENT)
AND
TRAVIS COUNTY SHERIFF'S DEPARTMENT**

This Amendment and Renewal of Memorandum of Understanding Between Office of Violent Sex Offender Management (formerly Council on Sex Offender Treatment) is entered into by and between the following parties: Office of Violent Sex Offender Management ("OVSOM") and the Travis County Sheriff's Department to be effective as of September 1, 2013.

WHEREAS, in June of 2011, the Council on Sex Offender Treatment entered into a Memorandum of Understanding with the Travis County Sheriff's Department for the housing of sex offenders civilly committed pursuant to Title 11, Health and Safety Code, Chapter 841 (the "MOU"), a copy of which is attached hereto and made a part hereof; and,

WHEREAS, the MOU provides that it may be renewed for a period of two years if both parties agree in writing; and,

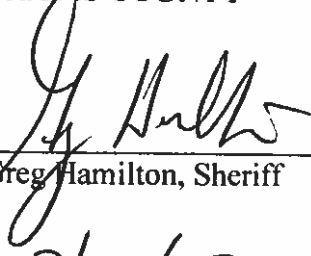
WHEREAS, the parties desire to renew the MOU for a period of two years beginning on September 1, 2013 and continuing through August 31, 2015; and,

WHEREAS, the parties further desire to amend the MOU to reflect that the name of the Council on Sex Offender Treatment ("CSOT") has changed to the Office of Violent Sex Offender Management ("OVSOM").

NOW, THEREFORE, in consideration of the premises and terms and conditions hereinafter set forth, the Travis County Sheriff's Department and the OVSOM agree as follows:

1. The term of the MOU is renewed for a period of two years beginning on September 1, 2013 and continuing through August 31, 2015.
2. All references in the MOU to the "Council on Sex Offender Treatment" are hereby changed to "Office of Violent Sex Offender Management" and references to the "CSOT" are hereby changed to "OVSOM".
3. Except for the changes made by this Amendment and Renewal, all other terms and conditions of the MOU remain unchanged and in full force and effect.

TRAVIS COUNTY



Greg Hamilton, Sheriff

8/30/13

Date

OFFICE OF VIOLENT SEX OFFENDER
MANAGEMENT

Allison Taylor, Director

Date

TRAVIS COUNTY

Samuel T. Biscoe, County Judge

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNCIL ON SEX OFFENDER TREATMENT
AND
TRAVIS COUNTY SHERIFF'S DEPARTMENT**

This Memorandum of Understanding ("MOU") is effective as of September 1, 2011, by and between the Council on Sex Offender Treatment ("CSOT") and the Travis County Sheriff's Department.

WHEREAS, CSOT has entered into this MOU to spot purchase bed space in "community residential facilities" (Halfway Houses and Work Release Programs) for sex offenders who have been civilly committed pursuant to Title 11, Health and Safety Code, Chapter 841.

NOW THEREFORE, in consideration of the premises and terms and conditions hereinafter set forth, the Travis County Sheriff's Department, Austin, Texas and CSOT agree as follows:

1. When the CSOT determines that a person who has been civilly committed pursuant to Chapter 841 of the Health & Safety Code should be housed at the Travis County Correctional Complex and the judge having jurisdiction over the civil commitment case has approved such housing in writing, the Sheriff will accept such person for housing at the Travis County Correctional Complex, subject to the terms and conditions stated herein. All persons housed pursuant to this MOU shall be residents of Travis County unless otherwise agreed by the Travis County Sheriff. No person shall be delivered to the Travis County Correctional Complex for housing pursuant to this MOU without the prior written approval of the Travis County Sheriff or designee.
2. Travis County Correctional Complex shall provide housing, meals, and other usual services to CSOT clients. CSOT clients will be responsible for the costs incurred related to medical or health care treatment provided outside of Travis County Correctional Complex. CSOT and Sheriff/Travis County expressly acknowledge and agree that if a person housed pursuant to this MOU is hospitalized or requires medical care away from the Travis County Correctional Complex for any reason, the person shall no longer be considered housed at the Travis County Correctional Complex pursuant to this MOU, and the Sheriff/Travis County shall have no further responsibility with regard to such person pursuant to this MOU. In the event that Travis County incurs any expenses as a result of hospitalization or medical treatment relating to a person placed in the Travis County Correctional Complex pursuant to this MOU, the CSOT agrees to promptly reimburse Travis County for documented expenses related to said treatment or hospitalization of the person.
3. Sheriff shall have no obligation to provide any services to persons covered by the MOU while they are outside of the Travis County Correctional Complex. CSOT

shall be responsible for the transportation of the client to all related civil commitment proceedings and treatment.

4. CSOT clients shall abide by all rules, regulations, and policies of the Travis County Correctional Complex applicable to all residents therein. If a client engages in unacceptable or illegal behavior, the client will be subject to a 3rd degree felony pursuant to Title 11, Health and Safety Code, Section 841.085.
5. Travis County Correctional Complex shall notify the Case Manager, DPS, or CSOT immediately (verbally or in writing) if a client fails to abide by all the rules, regulations, and policies of the Travis County Correctional Complex. All residential costs incurred by Civil Commitment clients shall be paid by CSOT.
6. Sheriff shall have the right to refuse to accept any person if the Sheriff, in his sole discretion, determines that the person should not be housed at the Travis County Correctional Complex pursuant to this MOU. If Travis County Correctional Complex determines that a client should no longer be housed at the facility, CSOT shall remove the client from the facility as soon as is reasonably possible. Travis County agrees to provide reasonable written notice so CSOT may secure an alternate residential facility and appropriate court order.
7. Travis County shall be responsible for maintaining accurate and complete records and these records shall not be disclosed unless subject to the Open Records Act to any person other than the authorized CSOT staff and Case Management Team. Records shall include but are not limited to the date and time of arrival at the facility and discharge from the facility.
8. CSOT shall be responsible for obtaining and paying for all programs it requires for its clients, other than programs otherwise provided by the Travis County Correctional Complex.
9. CSOT shall bear responsibility for the supervision of persons covered by this MOU while they are outside the Travis County Correctional Complex.
10. Either party may terminate this MOU for any reason by giving the other party thirty (30) days prior written notice of termination as follows:

TRAVIS COUNTY CORRECTIONAL COMPLEX

ATTN: Greg Hamilton, Sheriff
Sheriff of Travis County
P.O. Box 1748
Austin, TX 78767

COUNCIL ON SEX OFFENDER TREATMENT

ATTN: Allison Taylor
Executive Director
1100 W. 49th Street
Austin, TX 78756-3183
Work (512) 834-4530

11. The Council agrees to pay the Travis County Correctional Complex a per diem rate of fifty (\$50.00) dollars per client for housing, food, and any other services

agreed upon by both parties in writing. This MOU may only be modified by a written agreement executed by both parties.

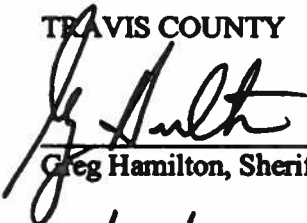
12. The facility shall invoice CSOT monthly for services rendered pursuant to this MOU. Invoices shall be submitted to CSOT within twenty (20) days after the last day of the calendar month in which services were rendered. Invoices shall be mailed to the following address:

Texas Department of State Health Services
Attention: Council on Sex Offender Treatment
1100 West 49th Street
Austin, TX 78756-3138

13. This MOU may be renewed for a period of two (2) years if both parties agree in writing.
14. This MOU, if not terminated by the parties sooner, will terminate on August 31, 2013.

This Memorandum of Understanding is hereby approved as of the date first written above.

TRAVIS COUNTY

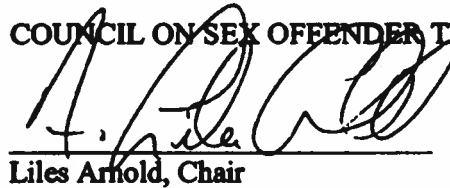


Greg Hamilton, Sheriff

5/25/11

Date

COUNCIL ON SEX OFFENDER TREATMENT



Liles Arnold, Chair

6-3-11

Date

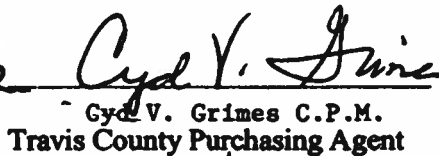
TRAVIS COUNTY



Sam Biscoe, County Judge

Date: 6-21-11

TRAVIS COUNTY



Cyd V. Grimes C.P.M.
Travis County Purchasing Agent

Date: 6/13/11