

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/21/2020
Contract/Lease Control #: C20-2932-COR
Procurement#: NA
Contract/Lease Type: AGREEMENT
Award To/Lessee: 96TH TEST WING/96TH SECURITY FORCES
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 04/09/2020
Expiration Date: 12/31/2023
Description of CONFINEMENT OF MILITARY PERSONNEL
Department: COR
Department Monitor: ESMOND
Monitor's Telephone #: 850-689-5685
Monitor's FAX # or E-mail: EESMOND@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, October 15, 2019 4:38 PM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: MOU for review and approval

This MOU is approved for legal purposes. In paragraph 4.2.3 is missing a “)” after the non-duty hours number. Also, the expiration date needs to be filled in on section 6.10 before it goes to the BOCC for approval.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason
Sent: Thursday, October 10, 2019 3:21 PM
To: Parsons, Kerry
Cc: Karen Donaldson
Subject: FW: MOU for review and approval

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

MEMORANDUM OF AGREEMENT BETWEEN
THE 96TH TEST WING ISO 96TH SECURITY FORCES SQUADRON (96 SFS)
AND
OKALOOSA COUNTY (OC)
FOR
ESTABLISHING PROCEDURES
FOR THE
CONFINEMENT OF MILITARY PERSONNEL
FBXXXX-20100-0591

This is a Memorandum of Agreement (MOA) between the 96 SFS and the OC. When referred to collectively, the 96 SFS and the OC are referred to as the "Parties."

1. **BACKGROUND:** This MOA provides guidance and documents addressing general support for confining military personnel at the Okaloosa County Jail (OCJ). Actions and understandings herein apply only to the participating parties. The 96 SFS lacks a confinement facility to incarcerate inmates (post-trial) and/or detainees (pre-trial) serving sentences or pre-trial confinement. OCJ has the capability to house these military inmates or detainees and sufficient staff supervision is available for this purpose. OCJ has been approved for confinement of military personnel by the state. Under the new AFI 31-105, dated 15 June 2015, paragraph 1.2.2.1, facilities must be approved or accredited by one of the following--American Correctional Association (ACA), American Jail Association (AJA), Florida Corrections Accreditation Commission (FCAC), or by the state or federal government. Military inmates or detainees confined in OCJ are subject to that institution's rules or directives, including rules on discipline and treatment.

2. **AUTHORITIES:** Department of Defense Instruction 4000.19, *Interservice and Intergovernmental Support*; Air Force Instruction (AFI) 25-201, *Support Agreements Procedures* and AFI 31-105, *Air Force Corrections System*.

3. **PURPOSE:** This MOA is to outline responsibilities and major actions required to confine military personnel in OCJ. These procedures only apply to personnel who are awaiting transfer to a military penitentiary, serving a sentence where a transfer to a military facility is impractical, or being held for pre-trial confinement.

4. **RESPONSIBILITIES OF THE PARTIES:**

4.1. The 96 SFS will:

4.1.1. Will notify OC (850) 689-1305 (Admissions, Classification, & Release) when there is a need to confine military personnel in that correctional facility. Such notification will include inmate or detainee escort names and expected arrival time.

4.1.2. Will notify OC when the confined military inmate or detainee requires temporary release due to scheduled court appearances, non-emergency medical treatment, and other appointments as necessary. Such notifications will include inmate or detainee escort names and expected arrival and return times.

4.1.3. Will notify OC when the military inmate or detainee no longer requires incarceration in that correctional facility. Such notifications will include inmate or detainee escort names and expected arrival time.

4.1.4. Will process the inmate or detainee into the Air Force Corrections Program and coordinate with the parent unit for the transfer to OCJ.

4.1.5. Will notify Headquarters Air Force Correction System and request an immediate transfer to a military facility at the earliest possible date.

4.1.6. Will maintain all records on inmate or detainee housed at OCJ until a permanent transfer can be arranged.

4.1.7. Will arrange for inmate or detainee non-emergency medical care at Eglin Air Force Base (EAFB) in the event OC does not have the capability to provide the medical care required. An escort from the inmate or detainee unit or 96 SFS will be notified to respond to OCJ to transport to EAFB clinic for treatment.

4.1.8. Will examine the details of the invoice/billing statement for accuracy. Once the amount due is validated, the Confinement NCO will process the invoice for payment through the Eglin AFB Financial Services Flight. Payment for confinement services must be made to Okaloosa County not later than 45 days after due date, unless otherwise coordinated with Okaloosa County.

4.1.9. Will provide OC the list of victim(s) and witness(es) to ensure contact is not made during visitations or telephone calls.

4.2. The OC will:

4.2.1. Will incarcerate no more than 10 military inmates or detainees upon request of the 96 SFS Corrections staff.

4.2.2 Will ensure detainees/inmates are placed into Administrative Segregation for at least the first 24 hours, but not more than the first 72 hours of confinement at the facility. If possible, detainees and inmates will be housed separately from all other civilian detainees and inmates housed in the jail. At a minimum, EAFB detainees and inmates who have committed minor crimes (misdemeanor) will be segregated from those who have committed major crimes (felony).

4.2.3. Will ensure medical care is provided to military inmate or detainee. OC will notify the 96 SFS Corrections staff when non-emergency medical treatment is required (Duty Hours: (850) 882-3215, Non-Duty Hours: (850) 882-2000, and will notify 96 SFS Corrections staff immediately when life threatening care is required. OC will notify 96 SFS Corrections staff in the event non-emergency medical care for the inmate or detainee cannot be supported by OC.

4.2.4. Will deny media personnel access to military inmates or detainees. Pursuant to AFI 31-105, military inmates or detainees are prohibited from making statements to the media or submitting to media interviews. This includes the taking of photographs and videos.

4.2.5. Will, upon request of the 96 SFS Corrections staff, release military inmates or detainees when they no longer require incarceration in the correctional facility. Military inmates or detainees will only be released to 96 SFS Corrections personnel unless coordinated with OC.

4.2.6. Will issue military inmates or detainees prison uniforms.

4.2.7. Will charge \$49.00 per day, per inmate or detainee housed at the facility. Will receive payment for incarceration from the inmates or detainees parent unit. This cost includes food, medical, clothing, personal hygiene items (health and comfort items).

4.2.7.1. Will send monthly itemized invoices/billing statements to the following:
Attention Confinement Officer/NCO, 96 SFS, 302 West D. Ave., Eglin AFB, FL, 32542.

4.2.8. Will ensure all inmate or detainee visitation and telephone calls are monitored by established local policies. Coordinate through 96 SFS Corrections staff prior to contact of personnel listed on the no-contact list in paragraph 4.1.9 of this MOA. Duty Hours: (850) 882-3215, Non-Duty Hours: (850) 882-2000.

4.2.9. Will ensure detainees do not perform hard labor tasks without them first volunteering for the detail and acknowledge in writing, and will notify 96 SFS Corrections staff prior to allowing EAFB detainees to perform hard labor.

4.2.10. Will provide inmates and detainees access to laundry services, daily shower access, and exercise capabilities as established by local policies.

4.2.11. Will ensure no member of the US Armed Forces will be placed in confinement in immediate association with enemy prisoners or foreign nationals who are detained under the law of war. Military detainees will not be allowed access to common areas containing enemy prisoners or foreign nationals who are detained under the law of war. Additionally, military detainees will be restricted from having any and all physical, verbal and visual contact with enemy prisoners or foreign nationals who are detained under the law of war. As a last resort, OC may place the detainee or inmate in isolation to meet the above requirements. In the event the above requirements cannot be met, OC will immediately notify the 96 SFS Corrections staff to transfer the detainee or inmate to another location.

4.2.12. Will ensure their facilities are Prison Rape Elimination Act (PREA) compliant. The facility shall provide the 96 SFS with the ability to monitor for compliance and/or provide proof of compliance with the Prison Rape Elimination Act (PREA) standards.

4.2.13. Will ensure pre-trial inmates will be housed in separate cells and/or sleeping areas, separated by sight/sound, from post-trial inmates to the maximum extent possible in the request of the Confinement NCOIC.

4.2.14. Will ensure inmates can use either the facilities complaint system or the Air Force system, i.e., in no specific order, Eglin Air Force Base Wing Inspector General, 96 SFS Confinement Officer/NCO/POC, and their chain of command. Inmates must be visited by their unit commander or designated representative at least monthly and should be allowed to contact their unit First Sergeant.

4.2.15. Will verify medications prescribed and issued by the 96th Medical Group at EAFB to detainees and inmates. In the event the medications issued by the 96th Medical Group cannot be used due to local policies, OC contracted medical staff will provide appropriate medical care and issue medications that meet local policies. Prescriptions should be dispensed as directed on the medication itself and may require multiple doses throughout the day.

5. PERSONNEL: Each Party is responsible for all cost of its personnel, including pay and benefits, supports, and travel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable written notice to the other Party.

6.1.1. For the 96 SFS:

6.1.1.1. Primary: Confinement NCOIC, 96 SFS/S3
Phone: (850) 882-3215

6.1.1.2. Alternate: Confinement OIC, 96 SFS/S3O
Phone: (850) 882-7279

6.1.2. For the OC:

6.1.2.1. Primary: Chief Esmond, Eric C.
Phone: (850) 689-5685

6.1.2.2. Alternate: Captain McDaniel, April
Phone: (850) 689-1302

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the 96 SFS, to

6.2.1. Confinement NCOIC, 96 SFS/S3
302 West D Ave, Ste 103
Eglin AFB FL 32542

and, if to the OC, to

6.2.2. Captain McDaniel, April
1200 E. James Lee Blvd
Crestview, FL. 32539

or as may from time to time otherwise be directed by the Parties.

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually no less than 180 days prior to expiration. Unless revised a letter signed by incumbent signatories represents renewal of this understanding.

6.4. MODIFICATION OF AGREEMENT: If either Party wish to make changes to this agreement they may do so through a Memorandum For Record (MFR) with both Parties signatures. Updates will be filed with this MOA and will expire concurrently with the MOA.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This Agreement expires on 31 December 2023, unless formally modified or terminated earlier in writing upon request of any incumbent signatory.

7. FINANCIAL DETAILS:

7.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties.

7.2. FINANCIAL REIMBURSEMENT COSTS: Reimbursement costs associated with this MOA shall be in accordance with the terms and conditions as specified in this MOA.


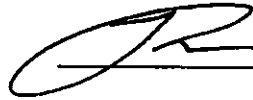
AGREED:

For the 96 SFS



LUCAS C. HALL, Lt Col, USAF
Commander, 96th Security Forces
Date: 13 Jan 2020

For Okaloosa County



ROBERT A. "TREY" GOODWIN III
Chairman, Board of County Commissioners
Date: FEB 04 2020

For the 96 TW



TIMOTHY E. BEERS, Colonel, USAF
Vice Commander, 96th Test Wing
Date: 09 Apr 2020



J.D. Peacock II
Clerk of Circuit Court
Date: FEB 04 2020



CA #A

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: February 4, 2020
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Eric Esmond
SUBJECT: MOA 96th TW ISO
DEPARTMENT: Corrections
BCC DISTRICT: ALL

STATEMENT OF ISSUE: The Corrections Department requests approval of Memorandum of Agreement between the 96th Test Wing ISO Security Forces Squadron (96 SFS) and Okaloosa County Board of County Commissioners (the County) for confinement of military inmates.

BACKGROUND: The MOA provides guidance and documents addressing general support for confining military personnel at the County Corrections Department facility. The 96 SFS lacks a confinement facility to incarcerate inmates (post-trial) and/or detainees (pre-trial) serving sentences or pre-trial confinement. The County jail has the capability to house these military inmates or detainees and sufficient staff supervision is available for this purpose. The County jail has been approved for confinement of military personnel by the state. Under the new AFI 31-105, dated 15 June 2015, paragraph 1.2.2.1, facilities must be approved or accredited by one of the following-- American Correctional Association (ACA), American Jail Association (AJA), Florida Corrections Accreditation Commission (FCAC), or by the state or federal government. Military inmates or detainees confined in the County jail are subject to that institution's rules or directives, including rules on discipline and treatment.

The County will charge \$49.00 per day, per inmate or detainee housed at the facility. This cost includes food, medical, clothing, and personal hygiene items.

FUNDING SOURCE, (If Applicable): revenue only when exercising use of the MOA

Department #0126R
Account #342302
Amount \$49.00 per day, per inmate

OPTIONS: Approve or Disapprove

RECOMMENDATIONS: Recommend approval of Memorandum of Agreement between the 96th Test Wing ISO Security Forces Squadron (96 SFS) and Okaloosa County Board of County Commissioners for confinement of military inmates.


Eric Esmond, Director 1/28/2020

RECOMMENDED BY:
APPROVED BY: