

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/11/2014

Contract/Lease Control #: C14-2207-COR

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: USAF - 1SOW

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/25/2014

Term: INDEFINITE

Description of Contract/Lease: HOUSING MILITARY MALE & FEMALE DETAINEES

Department: COR

Department Monitor: LAWSON

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: PLAWSON@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C14-2207-COR Tracking Number: 936-14
Contractor/Lessee Name: USAF Installation Command Grant Funded: YES ___ NO ___
Purpose: MOA- Housing USAF inmates
Date/Term: Indefinite 1. GREATER THAN \$50,000
Amount: Revenue 2. GREATER THAN \$25,000
Department: COR 3. \$25,000 OR LESS
Dept. Monitor Name: Lawson
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
[Signature] Date: 4-11-14
Purchasing Director or Designee Jocanne Kublik

Risk Management Review

Approved as written:
[Signature] Date: 4-11-14
Risk Manager or designee Cathy R. Reed

County Attorney Review

Approved as written: * please make changes
[Signature] Date: 5-12-14
County Attorney Gregory T. Stewart

Interwin

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager Date: _____

to Paul 5/12/14

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

INSTALLATION COMMANDER, 1st SPECIAL OPERATIONS SWING (1 SOW)

AND

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

1. **PURPOSE:** This is intended to be a binding memorandum of agreement between the Installation Commander (1 SOW/CC) and the Okaloosa County Board of County Commissioners ("Okaloosa County") through its Department of Corrections and for the housing of military male and female detainees (pretrial) and inmates (post-trial) in the Okaloosa County Department of Corrections.
2. **AUTHORITY:** Air Force Instruction 31-205, *The Air Force Corrections Program*, Air Force Instruction 25-201, *Support Agreement Procedures*, DODI 4000.19, *Interservice and Intragovernmental Support*, and other directives, as required.
3. **GENERAL:**
 - a. **SCOPE.** This is an agreement for the acceptance and detention, secure confinement, custody and safekeeping of military persons that are charged with or convicted of violations of Military Law, limited to the availability of space as determined by the Chief Correctional Officer. Subject persons will be held at the Okaloosa County Department of Corrections (the facility) in accordance with state and local laws, standards, policies, or court orders applicable to the operation of the facility. This agreement is solely between the 1SOW/CC and Okaloosa County and supersedes all previous memorandums, same subject. Furthermore, this agreement operates independently of similar memorandums between the Okaloosa County and other regional military installations.
 - b. **ASSUMPTIONS.** Detainee/inmate confinement may be required on a daily, weekly, or monthly basis, as determined by the Commander, 1st Special Operations Security Forces Squadron (1 SOSFS). The inmate shall be confined at the Okaloosa County Department of Corrections until notification of permanent removal from the facility is received from 1 SOSFS. The detainees/inmates shall be subject to the institution's rules and directives including rules on discipline and treatment. The 1SOSFS will be responsible for providing a list of individuals who are authorized to facilitate or execute transfer of Hurlburt Field detainees/inmates that are to be housed at the Okaloosa County Department of Corrections. The Okaloosa County Department of Corrections will ensure Hurlburt Field detainees and inmates are released to the custody of those who are authorized, i.e., 1SOSFS Confinement Officer/Noncommissioned Officer/Parent Unit Leadership or designated escorts. Hurlburt Field detainees and inmate's visitors will be pre-authorized by the 1SOSFS. Hurlburt Field detainees and inmates will be provided the same level of services and treatment afforded to other confinees/inmates consistent with applicable laws and standards.

**CONTRACT # C14-2207-COR
USAF - 1SOW
HOUSING MILITARY MALE & FEMALE
DETAINEES
EXPIRES: INDEFINITE**

4. RESPONSIBILITIES:

a. FINANCIAL MANAGEMENT. Okaloosa County will send monthly itemized invoices/billing statements to the following: Attention Confinement Officer/NCO, 1 SOSFS, 521 Cody Ave., Hurlburt Field, Florida, 32544. The Confinement Officer/NCO or designee 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 1st Special Operations Comptroller Squadron (1 SOCPTS). The 1SOCPTS will establish and manage a Miscellaneous Obligation Reimbursement Document (MORD) that will be used to facilitate payment to Okaloosa County for confinement services provided for detainees/inmates assigned to the 1SOW or one of the Hurlburt Field tenant units. Payment for confinement services must be made to Okaloosa County not later than 45 days after due date, unless otherwise coordinated with Okaloosa County. The cost for housing a detainee/inmate is \$49.00 for each day of incarceration. For the purpose of this MOA, a day shall be a 24 -hour period or any part thereof, beginning at the time of in processing. The Okaloosa County Department of Corrections will provide sanitary items for detainee/inmates at no cost.

b. LOGISTICS SUPPORT:

- (1) 1SOSFS Confinement /Officer/NCO will ensure a copy of the DD Form 2707, Confinement Order, is provided to the Okaloosa County Department of Corrections for their records. In the event of removal of the inmate, the package will be signed over to the receiving cognizant authority.
- (2) When transportation of detainees and inmates away from Okaloosa County Department of Corrections is required, the 1SOSFS Confinement Officer/NCO will coordinate logistical details with the Okaloosa County Department of Corrections no later than 1day prior to the appointment. In the event of an emergency, notifications will be two (2) hours prior to the actual pick up time.
- (3) Members of the 1 SOSFS or the detainee/inmate's parent unit (escort trained) will transport detainees and inmates to and from Okaloosa County Department of Corrections. The inmate will be transported by the detainee or inmate's unit at various times throughout the confinement period for routine medical and other official military appointments. The detainee or inmate will normally be returned the same day.
- (4) Telephone notification for the return of detainees or inmates will be the time of departure from Hurlburt Field. If the 1 SOSFS or the detainee/inmate's parent unit has not arrived at the Okaloosa County Department of Corrections after 2 hours from the telephone notification, the Okaloosa County Department of Corrections will notify Base Defense Operation Center.

c. OPERATIONAL SUPPORT: The Okaloosa County Department of Corrections agrees

to notify the 1SOSFS, within 1 hour from the occurrence of all emergency medical cases requiring removal of a detainee or inmate from the facility and to obtain prior authorization for removal for any other medical service required. Non-emergency medical transport situations will be coordinated through the 1SOSFS Confinement Staff/NCO. In the event a Hurlburt Field detainee/inmate is hospitalized off site for an extended period of time, 1 SOSFS Confinement Officer/NCO will coordinate security oversight for the detainee/inmate within 24 hours of initial notification.

d. MISSION SUPPORT.

- (1) The Okaloosa County Department of Corrections Staff, along with the 1SOSFS Confinement Officer/NCO, will determine detainee/inmate's classification(s) and custody grade(s). Both male and female military inmates of all grades and status, shall perform routine day-to-day housekeeping and clean-up duties in their own bay, cell, or dormitory area, and in common areas; at no time will the military inmate be in the common areas if foreign nationals are co-located.
- (2) Mandatory minimum conditions of confinement, which are to be met during the entire period of the agreement, are:
 - a. Maintain federal/state certification through the Florida Corrections Accreditation Commission.
 - b. Adequate, trained jail staff will be provided 24 hours a day to supervise inmates. Inmates will be accounted for at least once every shift, but at least twice in every 24-hour period. One of the counts must be visual to determine detainee/ inmate occupancy.
 - c. Jail staffing will provide full coverage of all security posts and full surveillance of detainees/inmates.
 - d. Jail will provide 24-hour emergency medical care for detainees/inmates.
 - e. Jail will maintain an automatic smoke and fire detection and alarm systems, and maintain written policies and procedures regarding fire and other safety emergency standards.
 - f. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.
- (3) Okaloosa County Department of Corrections will ensure Hurlburt Field 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, Hurlburt Field detainees and inmates who have committed minor (misdemeanor) crimes will be segregated from those who have committed major crimes (felony). Additionally, detainees (pretrial) will be segregated from inmates (post trail).

- a. In accordance with Article 12 of the Uniform Code Military Justice (UCMJ); No member of the armed forces may be placed in confinement (i.e. held in same cell or holding area) in immediate association with enemy prisoners of war, foreign nationals, or any non-member of the armed forces.
 - b. In accordance with Article 13 of the UCMJ; No person, while being held for trial, may be subjected to punishment or penalty other than arrest or confinement upon the charges pending against him, nor shall the arrest or confinement imposed upon him be any more rigorous than circumstances require to insure his presence, but he may be subjected to minor punishment during that period for infractions of discipline.
- (4) The Okaloosa County Department of Corrections will provide the inmate with appropriate and suitable confinement space to include a bed, mattress/pillow combination, sheets, blankets, toilet, sink, and shower. The female detainees and inmates will be segregated from male detainees and inmates by both normal sight and sound.
 - (5) The Okaloosa County Department of Corrections will provide the detainee or inmate three (3) meals a day and all health and comfort items (i.e. towels, washcloths, toiletries, work clothing, etc.) provided to any other detainee or inmate normally confined within the facility.
 - (6) The detainee/inmate will wear the uniform provided to them by the Okaloosa County Department of Corrections. The inmate's parent unit will provide detainees and inmates with a uniform to be worn only when transported away from the Okaloosa County Department of Corrections by members of the detainee and inmate's parent unit or 1 SOSFS.
 - (7) The Okaloosa County Department of Corrections shall provide basic medical care to military detainees and inmates, which shall include sick call and self-care; i.e. basic medical care also includes care of any condition that requires immediate assistance by a person trained in first aid procedures and authorized to administer "over-the-counter" medications. Okaloosa County Department of Corrections agrees to provide military detainees and inmates with the same level of medical care and services provided to local detainees and inmates, including the transportation of detainees and inmates requiring removal from the facility for emergency medical services. The cost of hospitalization, security, prescription, office calls, surgical or dental care, and detainee and inmate's transportation will be borne by Hurlburt Field.
 - (8) The Okaloosa County Department of Corrections will ensure privileged communication with President or Vice President, Member of Congress, Secretary of Defense, Attorney General or Representative, Secretary of the Air Force or Representative, the Staff Judge Advocate, Area Defense Council or Representative (military or civilian attorney), Air Force Clergy/Chaplain (after address and Clergy's pastoral status verified), and State and Federal courts. The Okaloosa County Department of Corrections staff may inspect the communication in the presence of the detainee or inmate only if there is a reasonable

basis to believe the mail contains contraband or for authenticity.

- (9) The Okaloosa County Department of Corrections will ensure Hurlburt Field detainees and inmates can use either the facilities complaint system or the Air Force system, i.e., in no specific order, 1st Special Operations Wing Inspector General, 1SOSFS Confinement Officer/NCO and their chain of command. Detainees and Inmates must be visited by their unit commander or designated representative (at least monthly) and should be allowed to contact their unit First Sergeant. The Okaloosa County Department of Corrections must deny media personnel access to detainee/inmate unless coordinated by Hurlburt Field Confinement Officer/NCO/POC and the Hurlburt Field Public Affairs office. Additionally, the facility will prohibit photography or videography of Hurlburt Field detainee or inmate unless the detainee or inmate provides written consent.
 - (10) The Okaloosa County Department of Corrections shall document and notify the 1 SOSFS Confinement Officer/NCO of meal refusal occurrences and placement into disciplinary segregation of Hurlburt Field detainees/inmates. 1SOSFS Confinement Officer/NCO will ensure these notifications are documented in the applicable Correctional Treatment File.
 - (11) All required notifications will be directed to the 1SOSFS Confinement Officer/NCO, who can be reached during duty hours (Monday-Friday, from 0730-1630) at (850) 884-7478. During non-duty hours or as the situation dictates, contact the 1 SOSFS's 24-hour Base Defense Operations Center at (850) 884-7777.
 - (12) In the event of a natural disaster/emergency. The detainee/inmate will remain in the custody of the Okaloosa County Department of Corrections unless it is determined personnel must evacuate the premises for safety. Close and early coordination must occur between the Okaloosa County Department of Corrections and the 1SOSFS Confinement Officer/NCO to prepare necessary logistical support to maintain positive accountability along with safe transport and relocation to another suitable facility.
 - a. The Okaloosa County Department of Corrections is considered suitable shelter up to a category 3 hurricane. 1SOSFS Confinement Officer/NCO will only make arrangements to relocate the detainee/inmate if the possibility exists for a category 4 or higher hurricane. This determination must be made within a minimum of 48 hours prior to landfall.
- c. **AGREEMENT AND ADMINISTRATION.** This Agreement is issued for an indefinite period of time and shall remain in force until modified or terminated by mutual consent of the parties concerned. Each Party shall conduct periodic reviews of this Agreement to evaluate its effectiveness and determine if any modifications are needed. When practical, Memorandum of Agreement modifications and terminations should be made bilaterally and with sufficient advance notification to permit appropriate resource adjustments to be made during the budget formulation process. Both Parties must agree upon modifications determined to be mutually acceptable and practical. Modifications desired by either Party are to be requested in writing at least 120 days in advance of proposed effective date. If this Agreement is to be unilaterally terminated or suspended with less than 120 days written

notice to the other Party, the terminating Party may be billed by the non-terminating Party for reimbursement (of unavoidable termination) and reprourement expenses incurred during the 120 day period following written notification.

- d. LIABILITY:** In accordance with State law, Okaloosa County has sovereign immunity from suit. By entry into this Agreement, neither party expands its liability other than to each other in accordance with the provisions hereof. This Agreement does not create any third party rights to the benefits hereof, nor expand the liability of Okaloosa County or the Federal Government contractually to any third party beneficiary. Both parties continue to have sovereign immunity in accordance with State and Federal law.



Charles K. Windes, Jr.

CHARLES K. WINDES, JR, Chairman
Okaloosa County Board of Commissioners

Date: 5/22/14

William P. West

WILLIAM P. WEST, Colonel, USAF
Commander

Date: AUG 25 2014