

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/26/2024

Contract/Lease Control #: C20-2932-COR

Procurement#: NA

Contract/Lease Type: CONTRACT – AGREEMENT

Award To/Lessee: 96<sup>TH</sup> TEST WING/96<sup>TH</sup> SECURITY FORCES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2024

Expiration Date: 12/31/2026

Description of: CONFINEMENT OF MILITARY PERSONNEL

Department: COR

Department Monitor: WEEKS

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: NWEEKS@MYOKALOOSA.COM

Closed: \_\_\_\_\_

CC: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C20-2932-COR Tracking Number: 490423  
Procurement/Contractor/Lessee Name: 96<sup>th</sup> Test Wing Grant Funded: YES \_\_\_ NO X  
Purpose: MOU - Commitment of military personnel  
Date/Term: 12-31-2026 1.  GREATER THAN \$100,000  
Department #: 0126R 2.  GREATER THAN \$50,000  
Account #: 342302 3.  \$50,000 OR LESS  
Amount: \$70.00 per day per inmate  
Department: COR Dept. Monitor Name: Weeks

*Purchasing Review*

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 7-27-23  
Purchasing Manager or designee: \_\_\_\_\_ DeRita Mason, Erin Poole, Amber Hammonds

*2CFR Compliance Review (if required)*

Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_  
no federal funds Date: \_\_\_\_\_  
Grants Coordinator: \_\_\_\_\_ Suzanne Ulloa

*Risk Management Review*

Approved as written: \_\_\_\_\_ Date: 8-3-23  
see email attached  
Risk Manager or designee: \_\_\_\_\_ Lydia Garcia

*County Attorney Review*

Approved as written: \_\_\_\_\_ Date: 8-15-23  
see email attached  
County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

*Department Funding Review*

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

*IT Review (if applicable)*

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Tuesday, August 1, 2023 4:37 PM  
**To:** Jimmie Miller; DeRita Mason; 'kparsons@ngn-tally.com'; Lynn Hoshihara  
**Cc:** Christy Rogers; Jacqueline Matichuk  
**Subject:** RE: Military Housing MOA Review C20-2932-COR - Eglin AFB USAF 96 SFS  
**Attachments:** MOA Template 2023 Legal Questions.docx

Hello DeRita,

The MOA template for C20-2932-COR, Eglin AFB USAF 96 SFS, has been reviewed and is approved by Risk Management for insurance purposes.

*Thank you,*

*Odessa Cooper-Pool*  
*Public Records & Contracts Specialist*  
Okaloosa County BCC  
302 N. Wilson Street  
Crestview, FL 32536  
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

**From:** Jimmie Miller <jmiller@myokaloosa.com>  
**Sent:** Tuesday, August 1, 2023 3:58 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>; 'kparsons@ngn-tally.com' <kparsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Christy Rogers <crogers@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>  
**Subject:** FW: Military Housing MOA Review C20-2932-COR - Eglin AFB USAF 96 SFS

Good afternoon.

Please see the attached with new updates and answers to the questions. Let me know if this is not sufficient or there is anything further needed.

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Tuesday, August 15, 2023 9:04 AM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'; Jacqueline Matichuk  
**Subject:** RE: AAAE - C17-2609-AP -Auto Renewal  
**Attachments:** 2024 VPS IET-LS Service Agreement Renewal 08.11.2023.pdf

Hello DeRita,

The agreement for American Association of Airport Executives has been reviewed and is approved by Risk Management as there are no insurance requirements.

*Thank you,*

*Odessa Cooper-Pool*  
*Public Records & Contracts Specialist*  
Okaloosa County BCC  
302 N. Wilson Street  
Crestview, FL 32536  
Office: 1-850-689-4111



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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, August 15, 2023 7:02 AM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** 'Parsons, Kerry' <KParsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>  
**Subject:** FW: AAAE - C17-2609-AP -Auto Renewal

Good morning,  
The referenced contract is auto renew however, they had a price increase.  
Please review and approve the attached.

Thank you,

**MEMORANDUM OF AGREEMENT**  
BETWEEN  
THE 96TH TEST WING (96 TW) ISO 96TH SECURITY FORCES SQUADRON (96 SFS)  
AND  
OKALOOSA COUNTY  
FOR  
ESTABLISHING PROCEDURES  
FOR THE  
CONFINEMENT OF MILITARY PERSONNEL  
FB2823-24017-0591

This is a memorandum of agreement (MOA) between the 96 SFS and Okaloosa County involving the Okaloosa County Jail (operated and controlled by the Okaloosa County Board of Commissioners). When referred to collectively, the 96 SFS and Okaloosa County are referred to as the “Parties”.

1. **BACKGROUND:** This MOA provides guidance and documents addressing general support for confining military personnel at Okaloosa County Jail. Actions and understandings herein apply only to the participating parties. The 96 SFS lacks a confinement facility to incarcerate inmates and/or detainees serving sentences or pre-trial confinement. Okaloosa County has the capability to house these military inmates or detainees at the Okaloosa County Jail and sufficient staff supervision is available for this purpose. The Okaloosa County Jail has been approved for confinement of military personnel by the state. In accordance with *Department of the Air Force Corrections Systems*, Air Force Manual (AFMAN) 31-115V1, dated 22 December 2020, paragraph 1.2.2.1, If a military confinement facility is not reasonably available, the installation commander may authorize confinee(s) to be placed into a non-DoD facility used or approved by the US Marshals Service (USMS). If such a facility is not reasonably available, a military confinee may be transferred to a facility accredited by the American Correctional Association (ACA) or a facility accredited by the state in which the confinee is located. Only use or contract with those non-military facilities that are Prison Rape Elimination Act (PREA) compliant or actively seeking PREA compliance. Military inmates or detainees confined in Okaloosa County Jail 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 AFMAN 31-115V1, *Department of The Air Force Corrections System*.

3. **PURPOSE AND SCOPE:** This MOA is to outline responsibilities and major actions required to confine military personnel in Okaloosa County Jail. These procedures only apply to personnel brought into the Okaloosa County Jail by 96 SFS 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. Notify Okaloosa County, (850) 689-5690, 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

CONTRACT: C20-2932-COR  
96th Test Wing/96th Security Forces  
Confinement of Military Personnel MOU  
EXPIRES: 12/31/2026

4.1.2. Notify Okaloosa County 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. Notify Okaloosa County 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. Process the inmate or detainee into the Air Force Corrections Program and coordinate with the parent unit for the transfer to the Okaloosa County Jail.

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

4.1.6. Maintain all records on inmate or detainee housed at the Okaloosa County Jail until a permanent transfer can be arranged.

4.1.7. Arrange for inmate or detainee non-emergency treatment at Eglin Air Force Base (EAFB). An escort from the inmate or detainee unit or 96 SFS will be notified to respond to Okaloosa County Jail to transport to EAFB clinic for treatment.

4.1.8. 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. Provide Okaloosa County the list of victim(s) and witness(es) to ensure contact is not made during visitations or telephone calls.

4.2. Okaloosa County will—

4.2.1. Incarcerate no more than 10 military inmates or detainees brought into Okaloosa County Jail by 96 SFS and upon request of the 96 SFS Corrections Staff.

4.2.2. Ensure life threatening emergency medical care is provided to military inmates or detainees. Medical fees for services provided by Okaloosa County subcontracted medical staff are billed to the inmates or detainees commissary account.

4.2.3. Notify the 96 SFS Corrections Staff when non-emergency medical treatment is required (Duty Hours Mon-Fri 08:00-16:30: 850-882-2315, Non-Duty Hours: 850-333-2933), and notify 96 SFS Corrections Staff immediately when life threatening care is required.

4.2.4. Deny media personnel access to military inmates or detainees. Pursuant to AFMAN 31-115V1, 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. 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 otherwise coordinated with Okaloosa County.

4.2.6. Issue military inmates or detainees prison uniforms.

4.2.7. Charge \$70.00 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, clothing, personal hygiene items (health and comfort items). Medical fees shall be billed separately to the military inmates or detainees commissary account.

4.2.7.1. 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. 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 persons listed on the no-contact list in paragraph 4.1.9 of this MOA. (Duty Hours: 850-882-2315, non-duty hours: 850-333-2933).

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

4.2.10. Ensure the plan of the day allows confinees, regardless of status or category, no less than **1-hour** outside of their cell, unless for cause, access to laundry services, and daily shower access. Out of cell time counts when used for recreation, education, clinically appropriate treatment therapies, skill-building, and social interaction with staff and other confinees (if other confinees are of the same status/custody classification, unless otherwise prohibited by medical/mental health provider).

4.2.11. Ensure no member of the US Armed Forces is placed in confinement in immediate association with foreign nationals who are detained under the law of war. Military detainees will not be allowed access to common areas containing 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 foreign nationals who are detained under the law of war. In the event the above requirements cannot be met, Okaloosa County will immediately notify the 96 SFS Corrections staff to transfer the detainee or inmate to another location.

4.2.12. 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 PREA standards.

4.2.13. 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 facility's complaint system or the Air Force system, i.e., in no specific order, 96th Test 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 96<sup>th</sup> Medical Group cannot be used due to local policies, Okaloosa County 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 costs of its personnel, including pay and benefits, supports, and travel. Each Party is responsible for supervision and management of its personnel.

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 notice to the other Party.

6.1.1. For the 96 SFS—

6.1.1.1 NCOIC, Confinement (850) 882-2315

6.1.1.2. OIC, Confinement (850) 882-7279

6.1.2. For Okaloosa County—

6.1.2.1. Chief Nolan Weeks, 850-689-5763

6.1.2.2. Major April McDaniel, 850-423-4838

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 Officer/96 SFS

302 West D. Ave

Eglin AFB, FL 32542

and, if to Okaloosa County, to—

6.2.2. Major 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: If non-reimbursable, this MOA will be reviewed no less often than mid-point on or around the anniversary of its effective date in its entirety. If reimbursable, this MOA will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the agreement will be reviewed in its entirety.



6.4. **MODIFICATION OF AGREEMENT:** This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. **DISPUTES:** Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

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 MOA 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, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

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

6.10. **EXPIRATION DATE:** This MOA expires on 31 Dec 2026, unless formally modified or terminated earlier in writing upon request of any incumbent signatory.

6.11. **CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT:** This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties with the subject Establishing Procedures for the Confinement of Military Personnel, Agreement # FB2823-20100-0591 and effective date of 9 Apr 2020.

6.12. **NO THIRD PARTY BENEFICIARIES.** Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13. **SEVERABILITY.** If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14. **OTHER FEDERAL AGENCIES.** This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation

## 7. FINANCIAL DETAILS:

7.1. **AVAILABILITY OF FUNDS:** This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

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.

8. LIABILITY: Okaloosa County has sovereign immunity from suit. 96 SFS has sovereign immunity from suit. This agreement does not create any cause of action against the other party, nor does it waive any rights of the parties created by law. 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.

AGREED:

For the 96 SFS—

MC FEE.ANDREW.J  
AMES.1291052980

Digitally signed by  
MC FEE ANDREW JAMES.1291052980  
Date: 2023.11.28 09:00:46 -06'00'

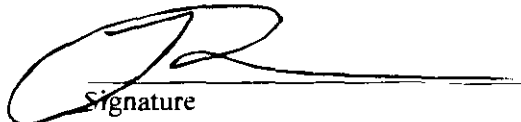
Signature

ANDREW J. MCFEE, Maj, USAF  
Commander, 96th Security Forces Squadron

28 Nov 2023

(Date)

For Okaloosa County —

  
Signature

ROBERT A. "TREY" GOODWIN, III  
Chairman, Okaloosa County  
Board of Commissioners

5 Dec 2023

(Date)



For the 96 TW—

TAUER.THOMAS.M  
ARTIN.1234267384

Digitally signed by  
TAUER THOMAS.MARTIN.12342  
67384  
Date: 2024.01.17 17:36:07 -06'00'

Signature

THOMAS M. TAUER, Col, USAF  
Deputy Commander, 96th Test Wing

                      
(Date)

Mid-Point Review Due Date: \_\_\_\_\_

Mid-Point Review completed by: \_\_\_\_\_  
Signature and Name of Reviewer