



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT SILL
462 NW HAMILTON ROAD, SUITE 120
FORT SILL, OKLAHOMA 73503

REPLY TO
ATTENTION OF:

**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL
AND
COMANCHE COUNTY DETENTION CENTER (CCDC), LAWTON, OK**

SUBJECT: Support of Pre and Post Trial Confinement for Military Prisoners (NC06)

This is a Memorandum of Agreement (MOA) between the USAG/IMCOM, Fort Sill, and the CCDC located in Lawton, OK. CCDC is operated by a public trust fund which is overseen by the Comanche County Facilities Authority. When referred to collectively, the USAG/IMCOM, and CCDC, are referred to as the "Parties". USAG/IMCOM, Fort Sill is referred to as the "Garrison".

1. AUTHORITIES:

1.1. DoDI 4000.19, Support Agreements, 25 April 2013.

1.2. Army Regulation 190-47 dated 15 June 2006.

2. PURPOSE: To ensure that military prisoners confined in the CCDC are held in accordance with the provisions of applicable regulations.

3. RESPONSIBILITIES OF THE PARTIES

3.1. The Garrison will –

3.1.1. Ensure Directorate of Emergency Services (DES) correctly and efficiently apprehends and confines all prisoners according to applicable laws and regulations.

3.1.2. Use the CCDC for pre-trial and post-trial confinement of Military prisoners on a space available basis. DES will contact CCDC of need for prisoner confinement and transport the prisoner after receiving CCDC approval to accept the prisoner before taking prisoner to the CCDC. The confinement order will accompany the military prisoner to the CCDC's facility. DD Form 2708, "Receipt for Pre-Trial/Post-Trial Prisoner or Detained Person" will be provided to the CCDC when placing prisoners in confinement or removing them from confinement. The form will be stamped with red ink to signify original documents. Copies are not acceptable.

3.1.3. Pay a daily fee to CCDC in accordance with (IAW) fees set by the CCDC and reviewed annually.

SUBJECT: Support of Pre and Post Trial Confinement for Military Prisoners (NC06)

3.1.4. Provide military prisoners with all transportation as required.

3.2. The CCDC will –

3.2.1. Provide all personnel, supervision, equipment, material, and facilities necessary to confine both male and female military prisoners from Fort Sill. All work performed shall be in accordance with this MOA and Federal, State and local laws or court orders applicable to the operations and administration of prison, confinement, and detention facilities.

3.2.2. Conduct all work in a safe manner and in compliance with OSHA, Federal, State, and local safety standards and requirements.

3.2.3. Perform all tasks required to administratively process military prisoners into the CCDC upon transfer of prisoners from Fort Sill police. Military prisoners accepted by the CCDC will not be transferred from the CCDC except as provided in terms of this MOA.

3.2.4. Provide an authorized representative(s) that is accessible at all times to insure the custody, control, health, and welfare of military prisoners confined in the CCDC. The representative(s) shall be empowered to fully act on behalf of the CCDC for all matters relating to this MOA.

3.2.5. Provide suicide watch for military prisoners identified by Fort Sill police as high risk. For military prisoners with persistent suicidal risks, request re-evaluation as necessary. Fort Sill police will determine future actions and may remove the prisoner from the CCDC.

3.2.6. Provide a daily status report to the Fort Sill police, upon telephonic inquiry by Fort Sill Corrections Officer. The report shall include the total number of Fort Sill prisoners and the prisoner's names and gender.

3.2.7. Provide military prisoners with clothing and supplies necessary for their personal hygiene, health, and comfort during initial processing in the CCDC. Replace/re-issue consumable supplies as required.

3.2.8. Immediately notify DES police desk sergeant of medical emergencies, assaults and other matters pertaining to military prisoners. The CCDC shall also forward written notification to the Fort Sill Police not later than five working days after the date of the incident.

3.2.9. Provide military prisoners with three meals per day. Meals shall be consistent with the CCDC's feeding standards. The CCDC is not responsible for meals missed while the prisoner is under military control.

SUBJECT: Support of Pre and Post Trial Confinement for Military Prisoners (NC06)

3.2.10. Maintain records related to each military prisoner. All military prisoner files/records shall be maintained in accordance with the CCDC's written policies and procedures.

3.2.11. Provide Fort Sill with a list of key personnel with contact information including position title/rank and telephone numbers. The list shall include a Project Manager and any other key personnel as necessary. Provide the list to DES upon signature of this MOA.

3.2.12. Shall not use military prisoners to supplement the prisoner work force for the CCDC's facility.

3.3 Both parties will –

3.3.1. Agree the Garrison liaison and Comanche County Jail liaison will maintain close contact and notify each other as soon as possible of any adjustments required to procedures documented in this Agreement. Daily communication may be in person, by telephone or electronic mail.

3.3.2. Agree that CCDC shall perform in accordance with the standards, policies and procedures of the Oklahoma Department of Health jail standards.

3.3.3. Agree that Fort Sill police may conduct unannounced inspections of the confinement facility during normal business hours.

3.3.4. Agree that the Fort Sill will coordinate all prisoner releases and transfers with the CCDC.

3.3.5. Agree that upon in-processing of a military prisoner, the CCDC may require the prisoner to turn over personal property in accordance with the CCDC's regular procedures. CCDC will safeguard such property and return it to the prisoner upon his/her release from the facility. CCDC will provide Fort Sill Police with all incoming mail to be forwarded to the Soldiers Unit.

3.3.6. Per Title 10 United States Codes, Section 812, CCDC is prohibited from confining Fort Sill military prisoners in immediate association with enemy prisoners or other foreign nationals not members of the armed forces.

4. PERSONNEL: Each party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

SUBJECT: Support of Pre and Post Trial Confinement for Military Prisoners (NC06)

5. GENERAL PROVISIONS:

5.1. **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 POC upon reasonable notice to the other Party.

5.1.1. For the Garrison.

5.1.1.1. Agreements. Winona Morris, winona.f.morris.civ@mail.mil or (580) 442-3560; or Carleen Pilcher, carleen.l.pilcher.civ@mail.mil or (580) 442-3111.

5.1.1.2. DES Police. Joe Glanzer, alan.j.glanzer.civ@mail.mil or (580) 558-6530.

5.1.2. For the CCDC.

5.1.2.1. William F. Hobbs, Detention Center Administrator, email: bill.hobbs@comanchecounty.us or (580) 250-1902 Option 2, Fax (580) 250-1098.

5.1.2.2. Isaiah Orr, Isaiah.orr@comanchecounty.us (580) 250-1902.

5.2. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOA may be mailed to the following addresses.

5.2.1. To the Garrison. Ms. Winona Morris, Garrison Support Agreements Manager (SAM), Manpower and Agreements Division, Resource Management Office (RMO), 462 NW Hamilton Road, Fort Sill, OK 73503-9004.

5.2.2. To Comanche County Detention Center, 315 SW 5th Street, Lawton, OK 73501.

5.3. **REVIEW OF AGREEMENT:** This MOA will be reviewed annually in May on or around the anniversary of its effective date for financial impacts and triennially in its entirety. CCDC fiscal year begins in July of each year. Compensation on a daily basis (per prisoner/per day) will be determined annually effective 1 July of each year.

5.4. **MODIFICATION OF AGREEMENT:** This MOA may only be modified by the written agreement of the Parties and duly signed by their authorized representative. Each Party shall provide sufficient advance notice in writing to the other Party prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

5.5. **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 in accordance with DoDI 4000.19. The Garrison Commander has final decision making authority after consulting with all signatories.

SUBJECT: Support of Pre and Post Trial Confinement for Military Prisoners (NC06)

5.6. 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.

5.7. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the parties. The document survives the departure or position change of any of the signatories.

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

5.9 LIABILITY: All Federal agencies, including the U.S. Army, are subject to the Federal Tort Claims Act, 28 U.S. Code sections 2671-2680 (Act). The Act is a limited waiver of sovereign immunity, meaning the Government may be sued in tort for incidents arising out of any agent or employee's wrongful act or omission that was performed within the scope of that person's employment. The waiver of immunity is limited, but generally renders the Government liable as a private person would be under state law. The Army agrees that the Act applies to this agreement and the Army will be responsible for any injury, damage, or loss compensable under the Act. CCDC agrees that they will be responsible for any injury, damage, or loss sustained or incurred by any person caused by CCDC or its employees.

5.10. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs. It remains in effect for nine years or until canceled by mutual agreement or until canceled by 180 days written notice to the other Party.

6. FINANCIAL DETAILS: For this service, the Comanche County Detention Center will receive the agreed upon sum per detainee/inmate, per day, found within the agreed to MOA. (Currently, Comanche County will be paid \$75.00 per detainee/inmate, for each day of incarceration. This is subject to change in accordance with the annual funding review of the MOA.)

6.1. BILLING: Comanche County Detention Center will provide to Fort Sill, OK, VIA DES POC and copy furnish RMO budget POC an invoice on a monthly basis no later than 5 work days after the end of the month when soldiers are confined at their facilities. Invoice will include billing information such as MOA number (NC06), number of days of confinement, dollar amount, Cage code and DUNS number, CCDC POC information, invoice number. Name/s of incarcerated soldiers will be provided on backup documentation to be retained locally.

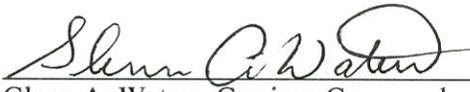
6.2. PAYMENT OF BILLS: Comanche County Detention Center will be paid \$75.00/soldier/day of incarceration by SF1034, Public Voucher for Purchases and Services Other Than Personal. DES will ensure the invoice is correct and submit to RMO no later than 3 work days after receipt of invoice from CCDC. RMO will process the invoice for payment normally within 3 working days. Payment will be set at 7 days

SUBJECT: Support of Pre and Post Trial Confinement for Military Prisoners (NC06)

For DFAS to pay (this is the fastest method for payment). Outstanding bills will be paid within 30 days of receipt. 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 Comanche County Detention Center will provide sanitary items for detainee/inmates at no additional cost.

7. AGREED:

For The Garrison



Glenn A. Waters, Garrison Commander
COL, FA

Date June 25th 2016

For The Comanche County Detention Center



Jail Administrator, William F. Hobbs

Date 6/27/16

COMANCHE COUNTY FACILITIES AUTHORITY
COMANCHE COUNTY, OKLAHOMA



Chairman, Johnny Owens

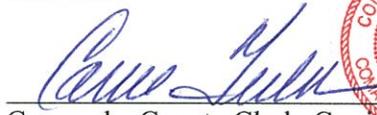


Vice-Chairman, Don Hawthorne



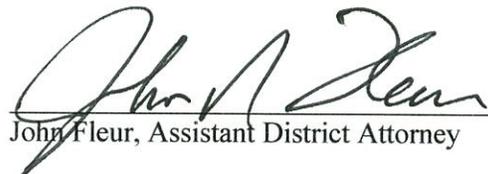
Member, Gail Turner

ATTEST:



Comanche County Clerk, Carrie Tubbs





John Fleur, Assistant District Attorney

SUBJECT: Support of Pre and Post Trial Confinement for Military Prisoners (NC06)

Financial Details for a Reimbursable MOA

1. Reimbursable support: Fort Sill use of the CCDC for pre-trial and post-trial confinement of Military prisoners on a space available basis.
2. Estimated amount of funds to be reimbursed: \$ 75.00 per prisoner per day.
3. Payments to CCDC will be processed using Data Universal Numbering System (DUNS) Code# 807366831 and Commercial And Government Entity Code# 50ZZ0.
4. Financial Points of Contact:

Supplier: CCDC Sandy MacDonald, sandy.macdonald@comanchecounty.us
or (580) 250-1902 option 2.

Receiver: Garrison Resource Management Office, Budget Office, 462 NW Hamilton Road, Suite 120, Fort Sill, OK 73503.