

**MEMORANDUM OF AGREEMENT
BETWEEN
THE 75TH AIR BASE WING (75 ABW),
AND
THE WEBER COUNTY CORRECTIONAL FACILITY (WCCF)
FOR
HILL AIR FORCE BASE (HILL AFB) MILITARY MEMBER CONFINEMENT
AGREEMENT NUMBER H-589**

This is a Memorandum of Agreement (MOA) between the 75 ABW, Hill Air Force Base (Hill AFB), and Weber County. When referred to collectively, the 75 ABW and Weber County are referred to as the "Parties."

1. **BACKGROUND:** Confinement of Hill AFB personnel may be required on a daily, weekly, or monthly basis, as determined by 75 ABW. A member of Hill AFB housed at WCCF will be referred to as "Confinee." "Confinee" includes both detainees (pre-trial) and inmates (post-trial). Confinees shall be confined at WCCF until 75 ABW notifies WCCF of permanent removal from the facility. The Confinees shall be subject to WCCF's rules and directives consistent with this Agreement, including rules on discipline and treatment.

2. **AUTHORITIES:** Air Force Manual 31-115 Volume 1, *Department of the Air Force Corrections System*, Air Force Instruction 25-201, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures*, DoDI 4000.19, *Support Agreements*.

3. **PURPOSE AND SCOPE:** This MOA establishes the roles and responsibilities between the Parties for the confinement of Hill AFB military members at WCCF.

4. **RESPONSIBILITIES OF THE PARTIES:**

4.1. The 75 ABW will—

4.1.1. Provide Confinee with a list of phone numbers to ensure Confinee knows how to contact these individuals. Confinees will be informed that their communications may be monitored.

4.1.2. Provide WCCF a list of individuals who are authorized to remove Confinees from the facility.

4.1.3. Be responsible for transport of Confinees to and from WCCF. Confinees will be transported by the Confinee's unit at various times throughout the confinement period for routine medical and other official military appointments. The Confinee will normally be returned the same day, weather permitting.

4.1.4. Provide Confinees with a uniform to be worn only when transported away from WCCF.

4.1.5. When transportation of Confinees away from WCCF is required, telephone notification from 75 ABW to WCCF will normally be given no later than one day prior to the appointment. At a minimum, notification will be two hours prior to the actual pick up time.

4.1.6. Will provide telephone notification for the return of Confinees at the time of departure from Hill AFB.

4.1.7. Inform WCCF of which AF Confinees can be confined with other AF Confinees.

4.1.8. Authorize and coordinate nonemergency medical transport of Confinees.

4.1.9. Provide booking photos of all Confinees held by WCCF within seven days of drop off.

4.1.10. Be responsible for the cost of hospitalization, prescriptions, medical consultations, surgical/dental care, and Confinee transportation.

4.1.11. Will provide WCCF a list of unauthorized visitors. Visitation of all others not on the unauthorized list will be conducted pursuant to WCCF visitation policy and procedure.

4.2. The WCCF will—

4.2.1. Ensure Confinees are made aware of facility procedures and rules, including but not limited to: information on the complaint system; procedures for how to request official calls or visits (e.g., with a defense counsel, Chaplain, or First Sergeant); prescribed visitation hours; Health and Comfort item requisition procedures; sick call procedures; anticipated daily, weekend, and holiday schedules; a list of facility offenses (rules violations); discipline and control measures; and other information deemed necessary.

4.2.2. Provide Confinees with the same level of services and treatment afforded to other WCCF Confinees consistent with this Agreement and applicable laws and standards.

4.2.3. Not allow media personnel access to Confinees unless coordinated by 75 ABW. The facility will prohibit photography/videography of Confinees, excluding internal security videography. Pursuant to DAFMAN 31-115, V1 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.

4.2.4. Ensure Confinees are released only into the custody of those who are authorized by 75 ABW.

4.2.5. Separate Air Force (AF) pre-trial detainees from post-trial inmates within the facility.

4.2.6. To the extent possible, house all post-trial AF inmates in cells separated from all other non-AF inmates. Such separation shall not otherwise limit post-trial AF inmates from allowed interactions with non-AF post-trial inmates.

4.2.7. To the extent possible, and consistent with all other limitations in this MOA, ensure Confinees at no time will share a cell or otherwise be housed in the same cell as Federal, State, or other non-AF inmates. Such housing arrangements shall not otherwise limit Confinees from allowed interactions with Federal, State, or other non-AF inmates.

4.2.8. Separate Confinees from enemy prisoners or other individuals detained under the law of war who are foreign nationals and not members of the armed forces.

4.2.9. Separate both high profile and military unique charged (e.g., espionage) Confinees from the non-AF Confinees. The designation of high profile and military unique charged Confinees will be made by 75 ABW.

4.2.10. To the maximum extent possible WCCF will separate Confinees charged with or who have committed minor offenses from offenders charged with or who have committed serious offenses. The designation of minor and serious will be made by 75 ABW.

4.2.11. Notify 75 ABW of any Confinee placement into disciplinary segregation.

4.2.12. Notify 75 ABW should any issues or questions regarding separation of Confinees arise.

4.2.13. Monitor Confinees' welfare and safety while in WCCF.

4.2.14. Ensure the meals provided are sufficient in quality, quantity, and can meet special dietary requirements (e.g., religious, medical). The WCCF will document and notify 75 ABW of Confinee meal refusals.

4.2.15. Provide Confinees all health and comfort items provided to any other non-military WCCF Confinee. At a minimum, WCCF will provide items for personal hygiene, at no additional cost to 75 ABW or the Confinee.

4.2.16. Provide basic medical care to Confinees, which shall include sick call, mental health assessments, and self-care. 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.

4.2.17. Give Confinees the same level of medical care and services provided to other non-military confinees. This includes, but is not limited to, ordering, storing, and administration of medication and medication devices.

4.2.18. Facilitate transport of Confinees requiring immediate removal from the facility for emergency medical services.

4.2.19. As soon as the situation permits, report any serious or significant incidents to 75 ABW. Incidents include but are not limited to allegations of sexual harassment by or against Confinee, allegations of abuse (sexual or otherwise) by or against Confinee, disturbances with injury or significant property damage by or against Confinee, and escape or death of a Confinee.

4.2.20. Ensure its confinement cells have at a minimum: a sink with hot and cold running water; toilet; heating, ventilation, and air conditioning (HVAC); lighting; and an elevated (off the floor) sleeping surface.

4.2.21. Within the secured perimeter, have: a day room; showering facilities; and recreation yard.

4.2.22. Be designed to include escape prevention, as well as safety and emergency evacuation.

4.2.23. Strictly adhere to local or state fire codes in order to ensure the safety and well-being of Confinees. The WCCF will ensure facility emergency plans are prepared and tested. As a minimum, plans should include emergency evacuations (fire/structural damage), response to disturbances and disorders, hostage situations, bomb threats, natural disasters, medical emergency response, power failures, apprehension of escapees, and forced cell moves/extractions.

4.2.24. Remain compliant with the Prison Rape Elimination Act (PREA) standards and allow for compliance monitoring by 75 ABW.

4.2.25. Establish prescribed visitation hours and ensure Confinee is aware of these hours.

4.2.26. Ensure privileged mail communication with the President/Vice President, Members of Congress, Secretary of Defense, Attorney General/Representative, Secretary of the Air Force/Representative, the Staff Judge Advocate/Representative, Defense Counsel (military or civilian attorney), Clergy (after address and pastoral status verified), and State and Federal courts.

4.2.27. Be allowed to inspect incoming privileged correspondence for contraband. Confinement staff may inspect outgoing privileged correspondence for contraband before it is sealed. If privileged mail is opened, it is only to ensure it does not contain contraband and a cursory visual scan that it appears to be legal documents or communications. All inspections are to be completed in the presence of the Confinee.

4.2.28. Be allowed to open non-privileged mail to ensure that money, stamps, personal property, and valuables are brought under the control of the CF and that the Confinee does not receive and distribute contraband. The WCCF limits the scope of the inspection of correspondence to that reasonably necessary to control property, prevent receipt of contraband, and otherwise provide for the safety and security of the facility and the community.

4.2.29. Ensure Confinee outgoing mail should have no markings in the return address which indicate the sender's confinement status, past or present. Only authorize Confinee correspondence (incoming and outgoing) written in English.

4.2.30. Not place restrictions on correspondence to and from authorized correspondents, except as necessary to maintain security and control, or to prevent unreasonable or excessive individual use of outgoing mail privileges. The WCCF will notify 75 ABW if a Confinee's correspondence is restricted.

4.2.31. Provide Confinees the opportunity to purchase reasonable postage.

4.2.32. To the maximum extent possible, ensure Hill AFB Confinees are allotted one (1) hour of exercise three (3) times a week.

4.2.33. Maintain separation of Confinees during recreation time pursuant to Section 6.

4.3. Both Parties will—

4.3.1. Ensure the Confinee's access to Confinee's unit commander, First Sergeant, or their designated representative, defense counsel, Inspector General (IG) and Chaplain.

5. PERSONNEL: The 75 ABW is responsible for supervision and management of its personnel. WCCF is responsible for supervision and management of its personnel

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1. For the 75 ABW—

6.1.1.1. Primary POC: SSgt Ian Hemmerling (801) 775-5321.

6.1.1.2. Alternate POC: Capt Tyler Moore (801) 777-5531.

6.1.2. For the WCCF—

6.1.2.1. Primary POC: Lieutenant Christie Rowley (801) 791-4050.

6.1.2.2. Alternate POC: Corporal Zachary Anderson (801) 778-6768.

6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the 75 ABW, to—

6.2.1. 75th Security Forces Squadron:

5830 F Ave, Bldg 408

Hill AFB, UT 84056-5825

and, if to the WCCF, to—

6.2.2. Weber County Correctional Facility
1400 S. Depot Dr.
Ogden, UT 84401.

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 10 years from the date of final signature.

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 *Memorandum of Agreement between Hill AFB and Weber County Correctional Facility, Ogden, UT*, and effective date of 18 April 2012.

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, or 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. BILLING. The WCCF will bill the 75 ABW on a monthly basis in accordance with the procedures of the billing party. A record of the transaction will be sent to the 75 ABW within 30 calendar days after the month in which the transaction occurred.

7.3. PAYMENT OF BILLS. The 75 ABW paying office will forward payments, along with a copy of billed invoices, to the WCCF within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

7.4. FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.

7.5. ECONOMY ACT DETERMINATION AND FINDINGS (D&F). If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

8. LIST OF ATTACHMENTS:

A. Financial Details for a reimbursable MOA

AGREED:

For the Weber County Correctional Facility:

For the 75th Air Base Wing:

RYAN ARBON,
Sheriff, Weber County

JEFFREY HOLLAND, Colonel, USAF
Commander, 75th Air Base Wing

(Date)

(Date)

GAGE FROERER
Weber County Commissioner

(Date)

Mid-Point Review Due Date: _____

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

ATTACHMENT A

to

HILL AIR FORCE BASE (HILL AFB) MILITARY MEMBER CONFINEMENT
AGREEMENT NUMBER **H-589** Financial details for a reimbursable MOA

1. Reimbursable Support:

2. Estimated Amount of Funds to Be Reimbursed: \$____, Appropriation: FY____

3. Cost Center Number: (if required) Provider _____,
Receiver _____

4. Financial Points of Contact: Provider:

Receiver:

5. Invoices will be sent to the 75th Security Forces Squadron, Confinement Section, Hill Air Force Base UT. The Confinee's parent unit will pay \$82 for each day of incarceration, as based on the federal daily rate (not to exceed Blanket Purchase Agreement (BPA) Master Dollar Limit. Unlimited and BPA Call Limit: \$25,000). The detainee/inmate's parent unit will coordinate with the Financial Services Flight, Hill Air Force Base, and ensure any outstanding bills are paid within 30 days 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.