



**DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FT HUACHUCA
2837 BOYD AVENUE
FORT HUACHUCA, ARIZONA 85613-7001**

**MEMORANDUM OF AGREEMENT
BETWEEN
US ARMY GARRISON, FORT HUACHUCA DIRECTORATE OF EMERGENCY
SERVICES
AND
THE OFFICE OF THE SHERIFF, COCHISE COUNTY JAIL
for
MILITARY CONFINEMENT IN THE COCHISE COUNTY JAIL**

W91QUS-201808-05

This is a memorandum of Agreement (MOA) between US Army Garrison, Fort Huachuca Directorate of Emergency Services and the Office of the Sheriff, Cochise County Jail. When referred to collectively, US Army Garrison, Fort Huachuca Directorate of Emergency Services and Office of the Sheriff, Cochise County Jail are referred to as the "Parties".

1. **PURPOSE** This Memorandum of Agreement (MOA) is designed to ensure that all military confined in the Cochise County Jail are held in accordance with the provisions of applicable law and regulations.

2. **REFERENCES:** Army Regulation 190-47, dated 15 June 2006; DODI 4000.19, Support Agreements, 25 April 2013.

3. **RESPONSIBILITIES OF THE PARTIES:**

3.1. Fort Huachuca Directorate of Emergency Services (DES) will-

3.1.1. As the Command's Primary law enforcement agency, DES will ensure that Fort Huachuca correctly and efficiently apprehends and confines all prisoners according to applicable laws and regulations.

3.1.2. Coordinate with the Office of the Staff Judge Advocate, as appropriate, to ensure all confinement orders, charge sheets and any other necessary documents needed to confine Soldiers from the Fort Huachuca area of responsibility are provided. All confinement orders will indicate the status of the prisoner, whether pretrial or post-trial, for the purpose of correct segregation in accordance with Army Regulation 190-47.

3.1.3. Coordinate with the Office of the Staff Judge Advocate to ensure a responsible official from DES is named as the point of contact for jail per-diem charges billing purposes. The DES will validate all fees and services provided prior to making payment.

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3.1.4. Coordinate with the Office of the Staff Judge Advocate to ensure the facility is notified in advance of any prisoner to be placed into confinement in the jail facility and any prisoner to be brought out of the jail facility.

3.1.5. Coordinate with the parent unit of the Soldier to be confined to ensure two escorts, one driver, and a government owned vehicle are provided for each prisoner to be transported to and from the jail. Designated unit personnel will be responsible for completion of all necessary jail forms (sign in, sign out, emergency notification). Advise Command of confined Soldier of their duties to check on the welfare of the Soldier as required by regulatory guidance.

3.1.6. Provide necessary instructions and equipment in accordance with Army Regulation 190-47 for the proper security, safety, and transportation of prisoners to assigned escorts and drivers.

3.1.7. Conduct announced and unannounced inspections of the jail facility. Inspections will address the general condition of the facility, e.g. overall cleanliness, prisoner conditions, etc. Inspections will be performed in accordance with the standards set forth in Army Regulation 190-47.

3.1.8. Contact the jail facility on a daily basis either in person or via telephone to obtain a status report of any military prisoners. Matters of concern during this reporting session include prisoner issues and general information regarding federal prisoners. The daily report will include the total number of prisoners, classification as pre-trial or post-trial, officer, or enlisted, and male or female. The report will also identify any problems with any of the prisoners, to include health problems, discipline problems, etc.

3.2. Office of the Sheriff, Cochise County will-

3.2.1. Ensure that the jail facility is a member in good standing with the American Jail Association and the American Correctional Association; is maintained in accordance with the Arizona Jail Standards adopted by the Arizona Sheriff's Association and the Arizona Counties Insurance Pool and meets the standards required to house prisoners for the U.S. Marshal's Service. These standards are based on legal requirements and sound corrections practice.

3.2.2. Immediately notify the Director of Emergency Services (520-533-3000/desk-sgt@us.army.mil) Fort Huachuca, or his/her designee in the event of any prisoner incident such as medical emergencies, fights, or other exigent circumstances not otherwise described in this agreement.

3.2.3. Ensure each military prisoner is fed three (3) meals (including two hot meals) per day (each 24-hour period) consistent with the standards the facility is required to meet in feeding its civilian prisoners.

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A qualified nutritionist or dietician ensures meals meet the nationally recommended allowances for basic nutrition.

3.2.4. Provide mail services for the military prisoners consistent with the standards the facility is required to meet for its civilian prisoners. The jail facility will provide a copy of the institutions policy/procedure to DES, Fort Huachuca within 30 days of signing this agreement.

3.2.5. Furnish all health and comfort items consistent with the standards provided to civilian prisoners.

3.2.6. Obtain/or furnish emergency care for military soldiers. An emergency is defined as a serious illness or a life threatening injury. In the event a military prisoner is admitted to any medical facility for treatment, the military will take custody of their prisoner within 12 hours of being contacted by the Jail Commander or his designee. The military will be responsible for their cost of any medical services provided to the prisoner.

3.2.6. Provide space for confidential, face to face meetings between prisoners and their respective counsel and/or Military Chain of Command representatives.

3.2.7. Provide the appropriate treatment and care of all prisoners in accordance with State and Federal law.

3.2.8. Provide appropriate housing for military soldiers.

3.2.9. Supervise and control all military soldiers confined in the jail facility.

3.2.10. Implement controls to ensure that Military pretrial (detained) and Military post-trial (sentenced) prisoners are not integrated in the same cell for any purpose. Implement controls to ensure that a Soldier in pre-trial confinement will not mingle with prisoners who have been sentenced to confinement. Male and female prisoners will not be integrated. This facility will not house military prisoners with foreign nationals in the same cell. Soldiers in confinement will be segregated by status of officer, noncommissioned officer, and enlisted.

3.2.11. Establish policy, procedures and religious support where prisoners have the opportunity to participate in practices of their faith deemed essential by the faith's judicatory. Practices of religious faith must not cause disruption to the order and discipline within the institution and/or pose a threat to the safety of persons involved.

3.2.12. Not require pre-trial prisoners to perform any work other than cleaning their own cell area to published standards. Under no circumstances will pre-trial prisoners supplement the prisoner work force.

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3.2.13. Permit visitation to the following individuals as outlined below:

3.2.13.1. Director of Emergency Services Representative: 24 hours per day.

3.2.13.2. Chaplain: During normal military duty hours (0600-1800)

3.2.13.3. Prisoner Counsel: During normal military duty hours (0600-1800) with 30 minute notice. The jail facility will receive calls from prisoner counsel and inform the prisoner that their counsel has attempted to contact them. Prisoners will then be permitted to make prisoner initiated telephone calls to their counsel during normal duty hours (0600-1800) daily except holidays, as allowed in military confinement facilities.

3.2.13.4. Military Prisoner's Commander or Authorized Representative: During military duty hours (0600-1800) subject to three (3) hours advance notice and if at all possible notify the Jail Commander a day prior.

3.2.14. The jail facility may refuse to accept a prisoner for any reason. If the jail facility refuses a prisoner, the Jail Commander, or his representative will directly contact DES, or his representative

4. COST:

4.1 The Jail Per Diem Study conducted yearly determines the cost to house an inmate and changes on a yearly basis. The current rate is: First day \$318.06, each additional day \$61.91. No appropriated funds of the Army are obligated by this agreement. This agreement will not be used as a contract to purchase services. Required services will be purchased by authorized Army personnel using a Government Purchase Card.

5. GENERAL PROVISIONS:

5.1. POINT OF CONTACT AND CORRESPONDENCE: The following point 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. All correspondence and notices to be given pursuant to this MOA will be addressed as follows:

**5.1.2. US Army Garrison, Fort Huachuca
2854 Boyd Ave, Bldg 41407
Fort Huachuca, AZ 85613
520-533-1300**

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5.1.3. Office of the Sheriff, Cochise County Jail
203 N Judd Dr.
Bisbee, AZ 85603

5.2. REVIEW OF AGREEMENT: This MOA will be reviewed on or around the anniversary of its effective date triennially in its entirety.

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

5.4. DISPUTES: Any disputes relating to the 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.

5.5. 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.

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

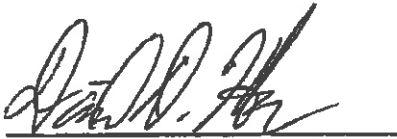
5.7. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

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

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5.9. EXPIRATION DATE: This MOA expires on 31 September 2027.

5.10. OSJA REVIEW: The Office of the Staff Judge Advocate has reviewed this agreement and determined that the agreement is legally sufficient.



USAG Fort Huachuca
Reviewing Attorney

25 August 2018

(Date)

BRIAN McINTYRE
County Attorney
Cochise County

(Date)

5.11. AGREED:

CHAD O. RAMBO
Colonel, MI
Commanding

(Date)

PEGGY JUDD
Chairman
Board of Supervisors

(Date)

MARK DANNELS
Sheriff
Cochise County

(Date)