



**DEPARTMENT OF THE ARMY**  
U.S. ARMY CORPS OF ENGINEERS  
441 G STREET NW  
WASHINGTON, D.C. 20314-1000

JAN 31 2017

CECW-CO-N

MEMORANDUM FOR COMMANDERS, MAJOR SUBORDINATE COMMANDS AND DISTRICT COMMANDS, AND CHIEFS, OPERATIONS DIVISIONS

SUBJECT: Civilian Inmate Labor Policy Memo

1. Purpose. This policy memo is to clarify procedures for acceptance of civilian inmate labor services at all U.S. Army Corps of Engineers (USACE) Civil Works projects.

2. References.

- a. 33 U.S.C 569(c), Services of Volunteers.
- b. 18 U.S.C. 4125(a), Public works; prison camps.
- c. 33 U.S.C 2325, Section 203, Voluntary Contributions for Environmental and Recreation Projects.
- d. AR 210-35, Civilian Inmate Labor Program.
- e. ER 1130-2-500, Chapter 11, Project Operations – Partners and Support, Contributions Program.
- f. EP 1130-2-500, Chapter 11, Project Operations – Partners and Support, Contributions Program.

3. Background.

a. Civilian inmate labor programs benefit both USACE and corrections systems by providing meaningful work for inmates, and providing a source of labor at no direct labor cost to USACE Civil Works projects to accomplish tasks that would not be possible otherwise due to the staffing and funding constraints.

b. On August 12, 2016, Implementation Guidance for Section 1047(d) Services of Volunteers, of WRRDA 2014 was published. Based on review by HQUSACE Counsel and Army General Counsel, acceptance of civilian inmate labor services was removed from the Volunteer Program as it was determined to fall outside the authority provided under Reference 2.a. The applicable authorities for acceptance of civilian inmate labor are as follows:

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(1) Reference 2.b. provides for the use of federal prisoners for constructing or repairing roads, clearing, maintaining and reforesting public lands, building levees, and constructing or repairing any other public ways or works financed by congressionally appropriated funds.

(2) Reference 2.c. authorizes acceptance of services from persons, including state and local government entities but excluding project sponsors, in connection with carrying out a water resources project for environmental protection and restoration or a water resources project for recreation.

(3) Reference 2.d. sets forth requirements and approval authorities for the acceptance of civilian inmate labor from federal and non-federal corrections facilities and expressly provides for the acceptance of state and local prison inmate labor under USACE contributions authorities. The requirements and approval authorities under Reference 2.d. apply regardless of whether civilian inmate labor is accepted under Reference 2.b. or Reference 2.c.

4. Policy.

a. USACE entities will utilize the authority provided under Reference 2.b. to accept civilian inmate labor services from Federal corrections facilities.

b. USACE entities will utilize the USACE contributions authority provided under Reference 2.c. to accept civilian inmate labor services from state and local corrections facilities.

c. Acceptance of civilian inmate labor services at USACE projects, whether from federal or non-federal corrections facilities and regardless of the applicable statutory authority, must comply with the procedures and requirements defined in Reference 2.d.

(1) The USACE requesting site will prepare an Inmate Labor Plan governing administration and operation of the inmate labor program on the USACE project. This plan will include, but is not limited to, procedures for assigning inmate labor details, oversight and/or monitoring responsibilities, procedures for requesting inmate labor details, training of personnel involved with the program, required security and/or safety measures, environmental considerations, and any reporting requirements. For services from Federal correction facilities, USACE entities will use the template provided as Enclosure 1 in this memorandum. For services from State and local corrections facilities, USACE entities will use the template provided as Enclosure 2.

(2) Upon finalizing negotiations with the corrections facility, the district commander from the USACE requesting site and corrections facility superintendent will prepare a proposed memorandum of agreement (MOA). The MOA will include, but is not limited to, the governing provisions in section 2-3 of AR 210-35. In addition, the MOA must include provisions for reporting serious incidents and negative media coverage, and the projected cost avoidance from using civilian inmates.

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For services from federal correction facilities, USACE entities will use the template provided as Enclosure 3. For services from State and local corrections facilities, USACE entities will use the template provided as Enclosure 4.

(3) The Inmate Labor Plan and MOA must be submitted for approval, prior to execution of the MOA and/or the acceptance of any services, through command channels including district and division commanders, HQUSACE natural resource management branch, and Office of the ASA (CW) to the Assistant Chief of Staff for Installation Management (ACSIM) in Headquarters, Installation Management Activity.

d. This guidance will be incorporated into the next revision of Chapters 11 of ER 1130-2-500 and EP 1130-2-500.

e. Each USACE District should review its current use of civilian inmate labor at Civil Works projects to ensure compliance with the guidance in this memo. Any use of civilian inmate labor where there is not an Inmate Labor Plan and MOA approved by the ACSIM must be terminated until such time as a plan and MOA are approved.

5. HQUSACE will be requesting approval from the ACSIM for a nationwide Inmate Labor Plan and delegation for USACE to approve at the district level, MOAs that comply with that plan. Until such approval is granted, all procedures listed in this memorandum must be followed.

6. My point of contact for this policy memo is Ms. Heather Burke, National Partnership Program Manager. She may be reached at 503-808-4313 or [heather.d.burke@usace.army.mil](mailto:heather.d.burke@usace.army.mil).



SUSAN S. WHITTINGTON  
Acting Chief, Operations and Regulatory Division  
Directorate of Civil Works

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**Enclosure 1**  
**Sample Inmate Labor Plan for Federal Inmate Labor**

*Note: This template will be used to develop project site Inmate Labor Plans for acceptance of civilian inmate labor from Federal corrections facilities. This template contains all required clauses for compliance with Army policy on using civilian inmates, as well as slight deviations from the Army template provided in Appendix C of AR 210-35 to account for unique circumstances specific to USACE. Users of this template should make the appropriate substitutions indicated in bold print and bounded by parenthesis to tailor for their own use.*

**DEPARTMENT OF THE ARMY**  
**(NAME AND LOCATION OF USACE DIVISION/DISTRICT**  
**USING CIVILIAN INMATE LABOR)**

FEDERAL INMATE LABOR PROGRAM

1. Purpose. This regulation establishes guidelines for the Federal Civilian Inmate Labor Program for the **(name of USACE division/district)** and prescribes policies, procedures, and responsibilities for using Federal civilian inmate labor at **(name(s) of USACE project(s))**.

2. References.

- a. 18 U.S.C. 4125(a)
- b. 28 C.F.R. Part 301
- c. AR 210-35, Army Civilian Inmate Labor Program.
- d. AR 190-40, Serious Incident Reporting.
- e. Memorandum of Agreement between **(name of local Federal corrections facility)** and **(name of USACE division/district)**.
- f. **(Add any other applicable local regulations)**.

3. General.

a. Headquarters, Department of the Army has approved establishing a Federal civilian inmate labor program for **(name of USACE division/district)**, and has granted the Commander, **(name of USACE division/district)** permission to enter into agreement with **(name of local Federal corrections facility)** to provide inmate labor for labor details at **(name(s) of USACE project(s))**.

b. The **(name of division/district office/POC)** will provide stewardship for the Federal civilian inmate labor program at **(name(s) of USACE project(s))**.

c. Civilian inmates and inmate labor details will perform tasks for which funding is not available and therefore would not normally be performed. Civilian inmate labor will not replace authorized civilian positions, nor impair service contracts. Civilian inmates and inmate labor details will not interfere nor conflict with projects for which resources have been allocated and funds made available for accomplishment by contract or Federal civilian labor force.

d. Federal civilian employees will not be displaced by civilian inmates or inmate labor details.

e. Only minimum security community custody inmates will work at **(name(s) of USACE project(s))**. These inmates are those convicted of nonviolent crimes who have been judged by established prison standards to represent no threat to the population at **(name(s) of USACE project(s))** and who are not considered escape risks.

f. Inmates and inmate labor details will perform work defined by 18 U.S.C. 4125(a) (e.g., road repair/construction, clearing, maintaining and reforesting public lands, building levees, and constructing or repairing any other public ways or works financed wholly or in major part by funds appropriated by Congress).

g. Typical work projects inmate labor can perform include painting, carpentry, general maintenance and repair, landscape planting and/or maintenance, mowing, trash pickup, custodial work, transporting material to and from recycling centers, and other similar type work.

h. Inmates will not be used in any manner inconsistent with this plan or any other law and regulation.

#### 4. Responsibilities.

a. **(Name of division/district office/POC with overall responsibility for the civilian inmate labor program)** will:

(1) Have overall responsibility for managing and coordinating action of the Federal civilian inmate labor program and will establish priorities for use of all inmate labor at **(name(s) of USACE project(s))**.

(2) Maintain a current list of all **(name of USACE division/district)** personnel trained and certified by **(name of local Federal corrections facility)** to check on the quality of inmate labor being performed, provide necessary daily training related to tasks, safety, and proper use of equipment, materials, tools, and supplies for inmates working at **(name(s) of USACE project(s))**.

(3) Provide/accomplish all inmate labor reporting requirements.

(4) Ensure that training and licensing of inmates is accomplished in accordance with Army and USACE regulations, as necessary, for inmates to operate government equipment/vehicles at **(name(s) of USACE project(s))**.

(5) Coordinate training for **(name of USACE division/district)** personnel on **(name of local Federal corrections facility)** policies and procedures in such areas as inmate and inmate labor detail discipline, accountability, **(name of local Federal corrections facility)** staff conduct and safety. This training will be required for personnel who will serve as inmate labor detail monitors, or have any contact with inmates.

(6) Review and approve (or disapprove) each inmate labor work project request.

**(Add additional paragraphs as appropriate).**

b. The **(name of USACE division/district)** Public Affairs Office (PAO) will develop a plan to inform the installation and surrounding communities (to include family members) of the Federal civilian inmate labor program, projects inmate labor will perform, and community training regarding the presence of inmates on the installation.

c. The **(name of USACE division/district)** Office of Counsel will review each inmate labor work project request to ensure that the work projects are within the parameters of 18 U.S.C. 4125(a).

d. Directors and heads of other organizations will ensure that the provisions of this regulation are followed by personnel within their respective organizations.

e. Users of inmate labor will:

(1) Provide trained personnel for inmate labor details. Personnel provided must be trained and certified by **(name of local Federal corrections facility)** officials and be listed on the **(name of local Federal corrections facility)** record of training. Personnel will check on the quality of work being performed and provide necessary daily training related to tasks, safety, and proper use of equipment, materials, tools, and supplies. These personnel will not become directly involved with the operation of labor details, and in no event will perform custodial supervision of inmates or inmate labor details.

(2) Identify designated work break, lunch, restroom, and vending machine areas for use by inmates and inmate labor details.

(3) Submit written requests, **(specify type of written request)** to **(office/POC having overall responsibility for the civilian inmate labor program)** for inmate labor support. All written requests must contain the following:

- (a) Work location (building, area, place, etc.)
  - (b) Work period (days, hours, etc.)
  - (c) Duration of work required (weeks, months, indefinite, etc.)
  - (d) Names of **(name of local Federal corrections facility)** trained personnel who will be providing assistance at the work site.
  - (e) Names and telephone numbers of points of contact within the user's organization.
  - (f) Number of inmates required.
  - (g) Statement of work to be performed. This information should be simply stated but comprehensive enough to show expertise, training, qualifications, or any other knowledge/ skills inmates must possess to perform the work. Include physical requirements of the job.
- (4) Ensure that inmates are used in accordance with guidelines and instructions provided by **(name of local Federal corrections facility)** officials, **(name of USACE division/district)** requirements, and job safety.
- (5) Provide an escort at all times for inmate labor details working within controlled and restricted areas.
- (6) Report the following to **(name of division/district office/POC with overall responsibility for the civilian inmate labor program)**:
- (a) Any walkaway, escape, riot, disturbances or similar incident involving inmates or the **(name of USACE division/district)** Federal civilian inmate labor program.
  - (b) Any criminal act by a **(name of local Federal corrections facility)** inmate against a military member or civilian assigned to, residing on, or traversing the USACE project.
  - (c) Any negative media coverage concerning the inmate labor program or **(name of local Federal corrections facility)** inmates.
  - (d) Accidents/injuries.
- (7) Maintain records of hours worked and work performed.
- (8) Provide a safe and humane work environment for inmate labor details.

(9) Provide all materials, supplies, equipment, tools, and personal protective equipment for inmates and inmate labor details in a safe and serviceable condition.

(10) Enforce inventory and control procedures for hand tools and other equipment provided to inmate labor details.

(11) Ensure that personnel in their organization who will be directly involved with inmates and inmate labor details are of good integrity, have no known criminal record, have no known history of drug or alcohol abuse, and have no prior nor present social or other relationship with inmates and members of inmate labor details.

**(Add additional paragraphs as appropriate).**

5. Training. The **(name of local Federal corrections facility)** will provide training on the requirements for dealing with inmates to **(name of USACE division/district)** personnel who will be working with inmates. Training will be provided before implementation of the Federal civilian inmate labor program and at least annually thereafter. Training is mandatory for all employees, civilian and military, who work with inmates. Inmates will not be provided to organizations unless they have personnel who have been trained and certified by **(name of local Federal corrections facility)** officials.

6. Rules pertaining to inmates.

a. Inmates who work at **(name(s) of USACE project(s))** are classified as minimum security, community custody inmates. They do not require supervision under guard.

b. Inmates will wear distinctive work uniforms at all times while on labor details at **(name(s) of USACE project(s))**. Inmate uniforms will not resemble those worn by military or civilian personnel on the USACE project.

c. Inmates will not interact with the general public. They are not to be given access to telephones or computer modems.

d. Inmates will not enter or work in family housing areas at any time. Inmates will not work in day care centers, youth services/school age services centers, schools, recreation centers/libraries, or similar facilities, except when these facilities are closed to the public or the likelihood of inmate contact with the general military community or family members is remote.

e. Inmates will not work in areas where medical supplies (drugs, syringes, etc.) are stored unless the medical supplies are secured and the inmates are under constant view by USACE personnel.

f. Inmates will not work in areas where firearms and/or ammunition are sold or stored, nor in areas where alcohol products are sold, stored, or served.

g. Inmates will not work in sensitive or prohibited areas or offices. Inmates working in areas where classified information, personnel records, medical records, or other confidential or sensitive data is locked or secured will be under constant view by USACE personnel. Inmates will not work in areas where classified information is discussed or in plain view.

h. Inmates will not operate vehicles or equipment unless they have the necessary valid operator's license(s), have been trained in proper operation and safety by USACE personnel, and are authorized in accordance with EM 385-1-1 in writing by **(office/POC having overall responsibility for the civilian inmate labor program)** to operate the vehicles or equipment.

i. Concerning the media:

(1) Any requests for interviews, photographs, films, and/or videos of individuals or collective members of inmate labor details must be referred to **(office/POC having overall responsibility for the civilian inmate labor program)**. As program coordinator, the **(office/POC having overall responsibility for the civilian inmate labor program)** will notify the **(name of USACE division/district)** PAO and **(name of local Federal corrections facility)** of such requests.

(2) At no time will any media representative be allowed to interview any inmate labor detail or member without prior written permission from both the **(name of USACE division/district)** PAO and **(name of local Federal corrections facility)** officials.

(3) No photograph, film, nor video may be taken or made of any inmate labor detail or member for any reason without prior written permission from both the **(name of USACE division/district)** PAO and **(name of local Federal corrections facility)** officials.

(4) No press release of any kind by anyone for any reason or any publication concerning inmate labor details or members will be made without prior written permission from both the **(name of USACE division/district)** PAO and **(name of local Federal corrections facility)** officials.

j. Inmates will not be transported in privately owned vehicles at any time.

k. Inmates are prohibited from performing any type of personal service.

l. Inmates are not allowed to receive anything (gratuities, food stuffs, clothing, soft drinks, etc.) from **(name of USACE division/district)** civilian or military personnel, or from the general public. Inmates are not authorized to receive visitors while working at **(name(s) of USACE project(s))**.

m. Civilian and military personnel will not accept anything from inmates.

n. Inmates assigned to labor details are not DOD or Army employees. All assigned inmates are under the control and custody of **(name of local Federal corrections facility)**. Inmates are covered for injuries by the Federal Bureau of Prison's Inmate Accident Compensation Program. **(Name of local Federal corrections facility)** is responsible for injuries or damage to persons or property caused by the negligent or willful acts of assigned inmates.

**(Add additional paragraphs on reporting accidents/injuries, transporting inmates to/from work sites and to local hospitals in the case of serious injuries, points of contact, and other paragraphs tailored to specific situations, as applicable).**

**Enclosure 2**  
**Sample Inmate Labor Plan for State/Local Inmate Labor**

*Note: This template will be used to develop project site Inmate Labor Plans for acceptance of civilian inmate labor from State and local corrections facilities. This template contains all required clauses for compliance with Army policy on using civilian inmates. Users of this template should make the appropriate substitutions indicated in bold print and bounded by parenthesis to tailor for their own use.*

**DEPARTMENT OF THE ARMY**  
**(NAME AND LOCATION OF USACE DIVISION/DISTRICT**  
**USING CIVILIAN INMATE LABOR)**

STATE/LOCAL INMATE LABOR PROGRAM

1. Purpose. This regulation establishes guidelines for the State/local Civilian Inmate Labor Program for the **(name of USACE division/district)** and prescribes policies, procedures, and responsibilities for using State/local civilian inmate labor at **(name(s) of USACE project(s))**.
2. References.
  - a. 33 U.S.C. 2325
  - b. AR 210-35, Army Civilian Inmate Labor Program.
  - c. AR 190-40, Serious Incident Reporting.
  - d. ER 1130-2-500, Ch. 11, Project Operations – Partners and Support, Contributions Program.
  - e. EP 1130-2-500, Ch. 11, Project Operations – Partners and Support, Contributions Program.
  - f. Memorandum of Agreement between **(name of State/local corrections facility)** and **(name of USACE division/district)**.
  - g. **(Add any other applicable local regulations)**.
3. General.
  - a. Headquarters, Department of the Army has approved establishing a State/local civilian inmate labor program for **(name of USACE division/district)**, and has granted the Commander, **(name of USACE division/district)** permission to enter into agreement with **(name of State/local Federal corrections facility)** to provide inmate labor for labor details at **(name(s) of USACE project(s))**.

b. The **(name of division/district office/POC)** will provide stewardship for the State/local civilian inmate labor program at **(name(s) of USACE project(s))**.

c. Civilian inmates and inmate labor details will perform tasks for which funding is not available and therefore would not normally be performed. Civilian inmate labor will not replace authorized civilian positions, nor impair service contracts. Civilian inmates and inmate labor details will not interfere nor conflict with projects for which resources have been allocated and funds made available for accomplishment by contract or Federal civilian labor force.

d. Federal civilian employees will not be displaced by civilian inmates or inmate labor details.

e. Only minimum security community custody inmates will work at **(name(s) of USACE project(s))**. These inmates are those convicted of nonviolent crimes who have been judged by established prison standards to represent no threat to the population at **(name(s) of USACE project(s))** and who are not considered escape risks.

f. Inmates and inmate labor details will perform services acceptable under 33 U.S.C. 2325 (e.g., rehabilitation of recreation facilities, protection and restoration of natural resources, road repair/construction, clearing, maintaining and reforesting public lands, building levees, maintaining trails, and constructing or repairing any other public ways or works financed wholly or in major part by funds appropriated by Congress).

g. Typical work projects inmate labor can perform include painting, carpentry, general maintenance and repair, landscape planting and/or maintenance, mowing, trash pickup, custodial work, transporting material to and from recycling centers, and other similar type work.

h. Inmates will not be used in any manner inconsistent with this plan or any other law and regulation.

#### 4. Responsibilities.

a. **(Name of division/district office/POC with overall responsibility for the civilian inmate labor program)** will:

(1) Have overall responsibility for managing and coordinating action of the State/local civilian inmate labor program and will establish priorities for use of all inmate labor at **(name(s) of USACE project(s))**.

(2) Maintain a current list of all **(name of USACE division/district)** personnel trained and certified by **(name of State/local corrections facility)** to check on the quality of inmate labor being performed, provide necessary daily training related to

tasks, safety, and proper use of equipment, materials, tools, and supplies for inmates working at **(name(s) of USACE project(s))**.

(3) Provide/accomplish all inmate labor reporting requirements.

(4) Ensure that training and licensing of inmates is accomplished in accordance with Army and USACE regulations, as necessary, for inmates to operate government equipment/vehicles at **(name(s) of USACE project(s))**.

(5) Coordinate training for **(name of USACE division/district)** personnel on **(name of State/local corrections facility)** policies and procedures in such areas as inmate and inmate labor detail discipline, accountability, **(name of State/local corrections facility)** staff conduct and safety. This training will be required for personnel who will serve as inmate labor detail monitors, or have any contact with inmates.

(6) Review and approve (or disapprove) each inmate labor work project request.

**(Add additional paragraphs as appropriate).**

b. The **(name of USACE division/district)** Public Affairs Office (PAO) will develop a plan to inform the installation and surrounding communities (to include family members) of the State/local civilian inmate labor program, projects inmate labor will perform, and community training regarding the presence of inmates on the installation.

c. The **(name of USACE division/district)** Office of Counsel will review each inmate labor work project request to ensure that the work projects are within the parameters of 33 U.S.C. 2325 and applicable implementing regulations/guidance.

d. Directors and heads of other organizations will ensure that the provisions of this regulation are followed by personnel within their respective organizations.

e. Users of inmate labor will:

(1) Provide trained personnel for inmate labor details. Personnel provided must be trained and certified by **(name of State/local corrections facility)** officials and be listed on the **(name of State/local corrections facility)** record of training. Personnel will check on the quality of work being performed and provide necessary daily training related to tasks, safety, and proper use of equipment, materials, tools, and supplies. These personnel will not become directly involved with the operation of labor details, and in no event will perform custodial supervision of inmates or inmate labor details.

(2) Identify designated work break, lunch, restroom, and vending machine areas for use by inmates and inmate labor details.

(3) Submit written requests, **(specify type of written request)** to **(office/POC having overall responsibility for the civilian inmate labor program)** for inmate labor support. All written requests must contain the following:

(a) Work location (building, area, place, etc.)

(b) Work period (days, hours, etc.)

(c) Duration of work required (weeks, months, indefinite, etc.)

(d) Names of **(name of State/local corrections facility)** trained personnel who will be providing assistance at the work site.

(e) Names and telephone numbers of points of contact within the user's organization.

(f) Number of inmates required.

(g) Statement of work to be performed. This information should be simply stated but comprehensive enough to show expertise, training, qualifications, or any other knowledge/ skills inmates must possess to perform the work. Include physical requirements of the job.

(4) Ensure that inmates are used in accordance with guidelines and instructions provided by **(name of State/local corrections facility)** officials, **(name of USACE division/district)** requirements, and job safety.

(5) Provide an escort at all times for inmate labor details working within controlled and restricted areas.

(6) Report the following to **(name of division/district office/POC with overall responsibility for the civilian inmate labor program)**:

(a) Any walkaway, escape, riot, disturbances or similar incident involving inmates or the **(name of USACE division/district)** State/local civilian inmate labor program.

(b) Any criminal act by a **(name of State/local corrections facility)** inmate against a military member or civilian assigned to, residing on, or traversing the USACE project.

(c) Any negative media coverage concerning the inmate labor program or **(name of State/local corrections facility)** inmates.

(d) Accidents/injuries.

- (7) Maintain records of hours worked and work performed.
- (8) Provide a safe and humane work environment for inmate labor details.
- (9) Provide all materials, supplies, equipment, tools, and personal protective equipment for inmates and inmate labor details in a safe and serviceable condition.
- (10) Enforce inventory and control procedures for hand tools and other equipment provided to inmate labor details.
- (11) Ensure that personnel in their organization who will be directly involved with inmates and inmate labor details are of good integrity, have no known criminal record, have no known history of drug or alcohol abuse, and have no prior nor present social or other relationship with inmates and members of inmate labor details.

**(Add additional paragraphs as appropriate).**

5. Training. The **(name of State/local corrections facility)** will provide training on the requirements for dealing with inmates to **(name of USACE division/district)** personnel who will be working with inmates. Training will be provided before implementation of the State/local civilian inmate labor program and at least annually thereafter. Training is mandatory for all employees, civilian and military, who work with inmates. Inmates will not be provided to organizations unless they have personnel who have been trained and certified by **(name of State/local corrections facility)** officials.

6. Rules pertaining to inmates.

a. Inmates who work at **(name(s) of USACE project(s))** are classified as minimum security, community custody inmates. They do not require supervision under guard.

b. Inmates will wear distinctive work uniforms at all times while on labor details at **(name(s) of USACE project(s))**. Inmate uniforms will not resemble those worn by military or civilian personnel on the USACE project.

c. Inmates will not interact with the general public. They are not to be given access to telephones or computer modems.

d. Inmates will not enter or work in family housing areas at any time. Inmates will not work in day care centers, youth services/school age services centers, schools, recreation centers/libraries, or similar facilities, except when these facilities are closed to the public or the likelihood of inmate contact with the general military community or family members is remote.

e. Inmates will not work in areas where medical supplies (drugs, syringes, etc.) are stored unless the medical supplies are secured and the inmates are under constant view by USACE personnel.

f. Inmates will not work in areas where firearms and/or ammunition are sold or stored, nor in areas where alcohol products are sold, stored, or served.

g. Inmates will not work in sensitive or prohibited areas or offices. Inmates working in areas where classified information, personnel records, medical records, or other confidential or sensitive data is locked or secured will be under constant view by USACE personnel. Inmates will not work in areas where classified information is discussed or in plain view.

h. Inmates will not operate vehicles or equipment unless they have the necessary valid operator's license(s), have been trained in proper operation and safety by USACE personnel, and are authorized in accordance with EM 385-1-1 in writing by **(office/POC having overall responsibility for the civilian inmate labor program)** to operate the vehicles or equipment.

i. Concerning the media:

(1) Any requests for interviews, photographs, films, and/or videos of individuals or collective members of inmate labor details must be referred to **(office/POC having overall responsibility for the civilian inmate labor program)**. As program coordinator, the **(office/POC having overall responsibility for the civilian inmate labor program)** will notify the **(name of USACE division/district)** PAO and **(name of State/local corrections facility)** of such requests.

(2) At no time will any media representative be allowed to interview any inmate labor detail or member without prior written permission from both the **(name of USACE division/district)** PAO and **(name of State/local corrections facility)** officials.

(3) No photograph, film, nor video may be taken or made of any inmate labor detail or member for any reason without prior written permission from both the **(name of USACE division/district)** PAO and **(name of State/local corrections facility)** officials.

(4) No press release of any kind by anyone for any reason or any publication concerning inmate labor details or members will be made without prior written permission from both the **(name of USACE division/district)** PAO and **(name of State/local corrections facility)** officials.

j. Inmates will not be transported in privately owned vehicles at any time.

k. Inmates are prohibited from performing any type of personal service.

l. Inmates are not allowed to receive anything (gratuities, food stuffs, clothing, soft drinks, etc.) from **(name of USACE division/district)** civilian or military personnel, or from the general public. Inmates are not authorized to receive visitors while working at **(name(s) of USACE project(s))**.

m. Civilian and military personnel will not accept anything from inmates.

n. Inmates assigned to labor details are not DOD or Army employees. All assigned inmates are under the control and custody of **(name of State/local corrections facility)**. **(Name of State/local corrections facility)** is responsible for injuries or damage to persons or property caused by the negligent or willful acts of assigned inmates.

o. USACE does not have funding available or authority to provide on a reimbursable basis, support services to State/local corrections facilities such as transporting inmates to/from work sites and to local hospitals in the case of serious injuries. The State/local corrections facility must provide all such transportation/medical services and any other necessary services.

**(Add additional paragraphs tailored to specific situations, as applicable).**

**Enclosure 3**  
**Sample Memorandum of Agreement for Federal Inmate Labor**

*Note: This MOA format addresses agreements between USACE divisions/districts and Federal corrections facilities under the control of the U.S. Federal Bureau of Prisons (FBOP) and is the USACE template for developing such agreements. This template contains all required clauses for compliance with Army policy on using civilian inmates, as well as slight deviations from the Army template provided in Appendix B of AR 210-35 to account for unique circumstances specific to USACE. Users of this template should make the appropriate substitutions indicated in bold print and bounded by parenthesis to tailor this template for their own use.*

MEMORANDUM OF AGREEMENT  
BETWEEN  
**(NAME AND LOCATION OF CORRECTIONS FACILITY  
PROVIDING CIVILIAN INMATES)**  
AND  
**(NAME AND LOCATION OF USACE DIVISION/DISTRICT)**  
FOR  
THE USE OF FEDERAL CIVILIAN INMATE LABOR  
DETAILS ON PROPERTY UNDER **(USACE DIVISION/DISTRICT)** CONTROL

THIS MEMORANDUM OF AGREEMENT is entered into by, and between, **(the name and location of local Federal corrections facility)** and **(name and location of USACE division/district)** hereinafter referred to as the Host Agency.

WHEREAS, Title 18 U.S.C. 4125(a) provides that the services of United States civilian inmates may be made available to perform work set forth under terms, conditions, and rates mutually agreed upon, for constructing or repairing roads, clearing, maintaining and reforesting public lands, building levees, and constructing or repairing any other public ways or works financed wholly or in major part by funds appropriated by Congress; and

WHEREAS, the Host Agency will have a continuing requirement for labor to include, but not limited to, providing repair and maintenance work such as mowing, painting, carpentry, cutting trees, landscaping, planting, building demolition, general maintenance and repair, trash pickup, custodial work, transporting material to and from recycling centers, and other similar type work on property under Host Agency control; and

WHEREAS, **(the name and location of local Federal corrections facility)** has under its custody and control a varying number of able-bodied, minimum security, community custody status inmates who can be made available for such activities; and

WHEREAS, it is to the mutual advantage of **(the name and location of local Federal corrections facility)** and the Host Agency to have these inmates performing such work;

NOW, THEREFORE IT IS AGREED:

1. **(The name of local Federal corrections facility)** shall:

a. Select inmates and inmate labor details in accordance with this Memorandum of Agreement (MOA) for work at **(specify location, by name, e.g., project name, recreation areas, etc. where work will be performed)**.

b. Provide Host Agency personnel an introduction to and training in **(name of local Federal corrections facility)** policies and procedures in such areas as inmate and inmate labor detail discipline, staff conduct, inmate accountability, **(name of local Federal corrections facility)** safety, and any other training which would further the purposes and terms of this MOA. Provision of such training will be at no cost or fee to the Host Agency.

c. Provide inmates and inmate labor details routine medical care, regular standardized work clothing not resembling known military or civilian uniforms, safety shoes, and daily meals. **(Name of local Federal corrections facility)** shall enforce inventory and control of equipment, tools, materials, and supplies provided by **(name of local Federal corrections facility)** that are not consumed in the work performed by inmate labor details.

d. Reimburse the Host Agency, pursuant to the Economy Act (31 U.S.C. 1535), for the reasonable cost of emergency medical care, including transportation, transportation to/from worksites, and any other similar services in the event the Host Agency provides inmates any such services.

e. Provide appropriate compensation to inmates in accordance with **(name of local Federal corrections facility)** inmate pay schedules.

f. The Warden/Administrator of **(Name of local Federal corrections facility)** is charged with the responsibility and accountability for the control and custody of inmates on labor details. The daily technical oversight of inmate labor details will be the responsibility of the Host Agency. Oversight functions of the Host Agency includes: training inmates to perform assigned tasks, performing quality assurance checks, and requiring inmates to sign time cards at intervals established by the Warden/Administrator of **(name of local Federal corrections facility)**. If an inmate cannot be located to sign a time card, the Host Agency will immediately notify the **(name of local Federal corrections facility)** point of contact staff supervisor.

g. Provide inmate photo identification cards.

**(Add additional paragraphs as appropriate).**

2. The Host Agency shall:

a. Provide personnel who will instruct inmates and inmate labor details on work safety, work tasks, work materials and supplies, use of work tools and equipment, host

agency measures for control and accountability of tools and equipment, and quality of work to be performed. Host Agency personnel will not become involved directly with **(name of local Federal corrections facility)** operation of inmate labor details, and in no event will Host agency personnel act as, nor for, **(name of local Federal corrections facility)** supervisors of inmates or inmate labor details.

b. Provide, as needed for tasks and work to be performed, safe and serviceable protective and safety equipment except shoes provided by **(name of local Federal corrections facility)**, tools, materials and supplies for inmates and Inmate labor details. Host Agency shall enforce inventory and control of equipment, tools, materials, and supplies provided by Host Agency that are not consumed in the work performed by inmate labor details.

c. Provide a safe and humane work environment for inmates and inmate labor details. In addition to daily instructions on work tasks, work equipment use, and work safety, Host Agency personnel will provide inmates and inmate labor details a regular Host Agency safety briefing at least weekly. Weekly safety briefings will be documented on a form provided by **(name of local Federal corrections facility)**.

d. Complete daily, and submit to **(name of local Federal corrections facility)** personnel not less than monthly **(name of local Federal corrections facility)** required inmate and inmate labor detail reports and time sheets.

e. Prepare an annual report of Inmate labor detail project accomplishments and furnish a copy to **(name of local Federal corrections facility)**.

f. Ensure that Host Agency personnel involved with **(name of local Federal corrections facility)** inmates and inmate labor details are of good integrity, have no known criminal record, have no known history of drug or alcohol abuse, and have no prior nor present social or other relationship with inmates.

g. Provide first aid and emergency medical care, transportation to/from worksites, and other similar services as requested by the **(name of local Federal corrections facility)** on a cost reimbursable basis, pursuant to the Economy Act (31 U.S.C. 1535). In the event of an emergency or serious injury, the Host Agency will provide transportation to the nearest available hospital (or on-post medical facilities, if applicable) and the **(name of local Federal corrections facility)** point of contact will be promptly notified. Inmates becoming ill, but not requiring emergency medical care, while on labor detail will be returned to **(name of local Federal corrections facility)** and the **(name of local Federal corrections facility)** point of contact notified of such illness.

h. Take appropriate measures to ensure that the work performed by inmates and inmate labor details will comply with the following:

(1) No Federal civilian employees will be displaced by inmates or inmate labor details.

(2) Inmate labor details will not interfere nor conflict with projects/work for which resources have been allocated and funds made available for accomplishment by contract or by the Federal civilian workforce.

(3) Inmate labor details will not impair current Federal contracts for services.

(4) Inmates and inmate labor details will not be used in any manner Inconsistent with this agreement or any other law and regulation.

i. Ensure that the use of inmates and inmate labor details does not interfere with the operation and/ or mission of activities on Host Agency property.

**(Add additional paragraphs as appropriate).**

### 3. Selection of Inmates:

a. Inmates selected for participation on inmate labor details will be suitable for work projects to be accomplished on Host Agency work sites, giving due regard to their safe custody, their mental and physical competence, and their suitability for work programs within the Host Agency. **(Name of local Federal corrections facility)** Warden/Administrator will make inmate labor detail assignments in coordination with the Host Agency's **(fill in name/title of responsible Individual or division/directorate)**.

b. Number of inmates selected will be sufficient in number for Host Agency work projects as determined by the Host Agency's **(fill in name/title of responsible individual or division/ directorate)**, in consultation with **(name of local Federal corrections facility)** Warden/Administrator. The number of inmates and inmate labor details may be increased or decreased as determined necessary by the Host Agency's **(fill in name/title of responsible Individual or division/directorate)** who will then advise the **(name of local Federal corrections facility)** Administrator of his/her determination.

c. Inmates will be medically cleared for labor detail status with no medical or psychological restrictions.

d. Inmates will be satisfactorily participating in or have completed financial obligations under the Inmate Financial Responsibility Program.

e. Inmates will have no detainers or pending charges.

f. Inmates will receive Central Inmate Monitoring (CIM) clearance from **(name of local Federal corrections facility)** If necessary.

g. Inmates will have no prior personal or contractual relationship with the Host Agency or Host Agency personnel.

h. Only inmates classified at the minimum level of FBOP security classification, and who have community custody status, will be used in the inmate labor program.

i. Inmates will not be any of the following:

(1) A person in whom there is significant public interest as determined by the **(name of local Federal corrections facility)** Warden/Administrator, in coordination with the Host Agency Commander.

(2) A person who is or has been a significant management problem in **(name of local Federal corrections facility)** or other corrections facilities.

(3) A principal organized crime figure.

(4) An inmate convicted of a sex offense or whose criminal history includes such conduct.

(5) An inmate convicted of a violent crime or whose criminal history includes such conduct.

(6) An inmate convicted of the sale of or intent to distribute illegal drugs who held a leadership position in any drug conspiracy, or been involved with drugs within the last three years while they have been in prison.

(7) An escape risk.

(8) An inmate who poses a threat to the general public.

(9) An inmate convicted of arson.

(10) An inmate declared or found insane or mentally incompetent by a court, administrative proceeding, physician, or under treatment for a mental disease or disorder.

(11) A Federal inmate convicted while on active duty, presently serving a sentence for that conviction.

j. Inmates who do not perform to the satisfaction of Host Agency personnel while participating in inmate labor details will be reported to **(name of local Federal corrections facility)** and removed from the Inmate labor program at the Host Agency.

4. General Provisions:

a. The Warden/Administrator of **(name of local Federal corrections facility)** is charged with control and custody of inmates and inmate labor details at all times. No Host Agency personnel will be involved with custodial aspects of inmate labor details. In no event shall Host Agency personnel provide custodial supervision over inmates or inmate labor details: Host Agency personnel may check on the quality of work being performed by inmates or inmate labor details. Host Agency personnel will instruct inmates and inmate labor details on various aspects of work tasks.

b. The Host Agency Commander (or designated representative) shall direct the removal of any inmate or **(name of local Federal corrections facility)** personnel deemed undesirable or detrimental in any way to the mission, soldiers, family members, visitors, or civilian employees of the Host Agency.

c. The civilian inmate labor program is without direct labor cost or expense to USACE, except for nominal costs for equipment, materials, and supplies used to accomplish work during inmate labor details and program administration, (e.g., telephone calls and other correspondence with a corrections facility to establish and manage an inmate labor program). Any costs incurred by either party in implementing, abiding by, suspending, terminating, changing, or renewing this MOA with the exception of reimbursement for medical care and medical transportation provided by the Host Agency, (and any other permissible reimbursable services to be provided pursuant to 31 U.S.C. 1535), are the responsibility of that party.

d. Any reimbursable services provided under this MOA must comply with the requirements of the Economy Act (31 U.S.C. 1535) and any relevant regulations applicable to the parties. All such Economy Act orders shall be executed on DD Form 1144 or other similar document acceptable to the parties, shall be supported by a written Determinations and Findings (D&F), and shall be approved by duly authorized officials of each party. For reimbursable services related to medical emergencies, documentation and formal approvals may be completed after the fact.

e. All laws of the United States and rules of **(name of local Federal corrections facility)** relating to, or in any way affecting, the imprisonment, transfer, control, discipline, escape, or release of inmates shall apply to all **(name of local Federal corrections facility)** inmates selected and provided under the terms of this MOA.

f. All inmates and inmate labor details selected and provided under this MOA shall be used under 18 USC 4125(a), and are covered for any injury under the provisions of the Inmate Accident Compensation Program, 28 CFR 301

g. Inmates and inmate labor details are in no manner employees of the Host Agency and will not be paid from Host Agency funds, nor receive any type of personal or private gratuity for work accomplished or services rendered.

h. Inmates placed under this program are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have title to any Federal benefits such as insurance, retirement, and leave.

i. Specific projects will be negotiated locally within the limits of the inmate labor program and consistent with 18 USC 4125(a). Necessary approvals for the use of inmate labor on any specific project will be obtained by the Host Agency or **(name of local Federal corrections facility)**, as dictated by the rules and regulations governing the respective agency.

j. Should an emergency situation arise (*i.e.*, escape, hostage situation, etc.) the **(name of local Federal corrections facility)** will be contacted immediately and the appropriate contingency plans enacted.

k. No Host Agency land and/or facilities will be involved in executing the inmate labor program, excepting designated latrine, work, eating, and vending areas.

l. Inmates may purchase soft drinks, food stuffs, candy bars, and cigarettes from designated vending areas. However, inmates will not be given gifts, food stuffs, or money in any amount by any military, contractor, DOD civilian personnel, or the general public.

m. Inmates will abide by the rules and regulations prescribed by **(fill in title of responsible division/directorate)** unless otherwise directed by a **(name of local Federal corrections facility)** employee as may be necessary to protect the security, good order, and discipline of Federal inmates. This includes, but is not limited to, the general maintenance of law and order and rules concerning employee on-the-job performance and conduct, and safety rules.

n. Inmates and inmate labor details will not be allowed in any Host Agency sensitive or prohibited areas/offices. Inmates and inmate labor details working in areas where classified information, personnel records, medical records, or other confidential or sensitive data is locked or secured will be under constant view by USACE personnel. Inmates will not be used in areas where classified information is discussed or is in plain view. **(Add additional criteria as appropriate)**.

o. Inmates and inmate labor details are prohibited from entering any establishment that serves or stores alcoholic beverages.

p. Inmates and inmate labor details will not enter or work in family housing areas at any time. Inmates will not work in day care centers, youth services/school age services centers, schools, recreation centers/libraries, or similar facilities, except when these facilities are closed to the public or the likelihood of inmate contact with the general military community or family members is remote.

q. Inmates and inmate labor details will not work in areas where firearms and/or ammunition are sold or stored, nor in areas where alcohol products are sold, stored, or served.

r. Inmates and inmate labor details will not work in areas where medical supplies (drugs, syringes, etc.) are stored unless the medical supplies are secured, and the inmates are under constant view by USACE personnel.

s. Inmates will not have access to or use phone lines or fax machines, computers/computer systems **(and any other restrictions the local Federal corrections facility may place on inmate use)**.

t. Inmates will not be allowed to operate Host Agency vehicles or equipment unless they possess the necessary valid operator's license(s), have been given proper training in vehicle operation and safety by USACE personnel, and are authorized to operate the vehicle or equipment in accordance with EM 385-1-1 by both the Host Agency and **(name of local Federal corrections facility)**.

u. Serious incidents (*i.e.*, walkaways, escapes, riots, disturbances) and any criminal action involving inmates participating in the civilian inmate labor program will be reported in accordance with AR 190-40, with notification through command channels to HQUSACE. One copy of Incident reports will be provided to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), and HQDA, Office of the Chief of Public Affairs, Public Communications Division (SAPA-PCD). Accidents involving inmates will be investigated and reported in accordance with AR 385-40 as applicable.

v. Any negative media coverage involving inmates participating in the civilian inmate labor program will be reported in accordance with AR 190-40, with notification through command channels to HQUSACE, to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), DSN 224-3084 or (703) 614-3084, and HQDA, Office of the Chief of Public Affairs, Public Communications Division (SAPA-PCD), DSN 227-7591 or (703) 697-7591. Report media source (newspaper, magazine, radio television), name of media source (and radio/television channel), date of coverage, synopsis of report, and whether the report had local, regional or national coverage, will be reported. Provide one copy of the article/script, if available.

**(Add additional paragraphs as appropriate).**

5. It is Mutually Agreed:

a. The Host Agency shall not be liable for misconduct or unauthorized absence of inmates, but shall report such incident to the **(name of local Federal corrections facility)** immediately.

b. The Host Agency shall not bear responsibility for payment of expenses of inmates, for which the **(name of local Federal corrections facility)** bears full and exclusive responsibility.

c. The Host Agency shall not be liable for sickness, accidents, or death of inmates or **(name of local Federal corrections facility)** personnel engaged in any activity conducted under this agreement and compensable through the Inmate Accident Compensation Program and the Federal Employees Compensation Act, respectively.

d. Nothing in this MOA shall be construed as obligating the Host Agency or **(name of local Federal corrections facility)** to expend, or as involving the Host Agency or **(name of local Federal corrections facility)** in any obligations for the future payment of money in excess of appropriations authorized by law and administratively made available for this work.

e. Any interference with or damage to property under control of USACE incident to the execution of an inmate labor detail will be thoroughly investigated by designated USACE/FBOP personnel. If it is determined that the damage or interference resulting in a loss was caused by an inmate or correctional personnel, both the Host Agency Commander and the **(name of local Federal corrections facility)** Warden/Administrator will be briefed on the findings, and the Host Agency Commander may:

(1) Request the **(name of local Federal corrections facility)** to promptly correct the situation;

(2) Direct that the inmates, inmate labor detail, and/or corrections facility personnel be removed from the USACE project;

(3) Direct that the program with **(name of local Federal corrections facility)** be discontinued; or

(4) Decide on any combination of these options. This does not include damages, breakage, or breakdowns occurring to equipment or other property due to normal use, or poor/unsafe operating condition.

f. Concerning the Media:

(1) Any requests for interviews and/or photographs of any inmates and/or inmate labor details received by the Host Agency will be referred to the **(name of local Federal corrections facility)** Warden/ Administrator.

(2) At no time will any media representative be allowed to interview any inmate or inmate labor detail without the expressed consent of the **(name of local Federal corrections facility)** Warden/Administrator and the Host Agency Public Affairs Office.

(3) No photograph, film, nor video may be taken or made of any inmate or inmate labor detail for any reason by anyone without the expressed consent of the **(name of local Federal corrections facility)** Warden/Administrator and the Host Agency Public Affairs Office.

(4) Press releases regarding the inmates and/or inmate labor details will be with the joint coordination of the **(name of local Federal corrections facility)**. Warden/Administrator and the Host Agency Commander or Public Affairs Office. Press releases will only be released to the media by **(name of local Federal corrections facility)** which has the responsibility to protect the privacy and other rights of inmates. The Host Agency Public Affairs Office will route the contents of such press releases through command channels to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), and to HQDA, Office of the Chief of Public Affairs, Public Communications Division (SAPA-PCD).

(5) The Host Agency Public Affairs Office will coordinate all denial/approval of media requests with the **(name of local Federal corrections facility)**. The Public Affairs Office will inform the Host Agency **(fill in name of division/office)** of any denial/approval of media requests to ensure proper coordination of media coverage, or to protect inmate privacy.

(6) The Host Agency Commander and Public Affairs Office will institute public awareness and community training regarding the presence of inmates or inmate work details on the installation. The Host Agency Public Affairs Office will develop a public affairs plan which informs the project and surrounding community of the civilian inmate labor program, projects inmates and inmate labor details will perform, and community training regarding the presence of inmates on the project.

**(Add additional paragraphs as appropriate).**

6. Effective Date, Suspension and Termination Provision:

a. This MOA becomes effective upon signing by the Host Agency Commander and the **(name of local Federal corrections facility)** Warden/Administrator after both parties have secured approval to enter into this agreement from their respective approval entities.

b. This MOA may be suspended or terminated by either party at no cost upon 60 days advance written notification of such suspension or termination, or at any time by mutual written consent of the parties, or at any time upon notice to the other party of an operational or emergency need of either party.

7. Review and Change:

a. Required changes to this MOA will be accomplished by written amendments which will be sequentially numbered. Change amendments will be jointly authorized by

the Commander, **(name of Host Agency)** and the Warden/Administrator, **(name of local Federal corrections facility)**. All change amendments will be subject to approval of appropriate officials of the **(name of local Federal corrections facility)** and the Host Agency.

b. Any substantive revisions requiring changes to the Army's Civilian Inmate Labor Program policy will be forwarded through Host Agency command channels including district and division commanders, HQUSACE natural resource management branch, and Office of the ASA (CW) to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIMMD) for review and approval. These changes will not become part of the MOA without first obtaining HQDA approval and confirmation that these changes have become part of the Army's Civilian Inmate Labor Program policy.

c. This MOA will be reviewed as required to determine if the conditions of the document are still current.

(/s/ Name  
Warden/ Administrator  
Name and location of local  
Federal corrections facility)

Date: \_\_\_\_\_

(/s/ Name  
Rank  
Commander  
Name and location of USACE  
division/district)

Date: \_\_\_\_\_

**Enclosure 4**  
**Sample Memorandum of Agreement for State/Local Inmate Labor**

*Note: This MOA format addresses agreements between USACE divisions/districts and State/local corrections facilities and is the template for developing such agreements. This template contains all required clauses for compliance with Army policy on using civilian inmates. Users of this template should make the appropriate substitutions indicated in bold print and bounded by parenthesis to tailor this template for their own use.*

MEMORANDUM OF AGREEMENT  
BETWEEN  
**(NAME AND LOCATION OF CORRECTIONS FACILITY  
PROVIDING CIVILIAN INMATES)**  
AND  
**(NAME AND LOCATION OF USACE DIVISION/DISTRICT)**  
FOR  
THE USE OF STATE/LOCAL CIVILIAN INMATE LABOR  
DETAILS ON PROPERTY UNDER **(USACE DIVISION/DISTRICT)** CONTROL

THIS MEMORANDUM OF AGREEMENT is entered into by, and between, **(the name and location of State/local corrections facility)** and **(name and location of USACE division/district)** hereinafter referred to as the Host Agency.

WHEREAS, Title 33 U.S.C. 2325 authorizes the Host Agency to accept contributions of services from persons, including non-Federal governmental entities but excluding project sponsors, in connection with carrying out a water resources project for environmental protection and restoration or a water resources project for recreation; and

WHEREAS, Army Regulation 210-35 acknowledges that Host Agency contributions authorities, such as Title 33 U.S.C. 2325, can be utilized to accept civilian inmate labor services from State and local corrections facilities; and

WHEREAS, the Host Agency will have a continuing requirement for labor to include, but not limited to, **(insert work to be performed)** and other similar type work on property under Host Agency control; and

WHEREAS, **(the name and location of State/local corrections facility)** has under its custody and control a varying number of able-bodied, minimum security, community custody status inmates who can be made available for such activities; and

WHEREAS, it is to the mutual advantage of **(the name and location of State/local corrections facility)** and the Host Agency to have these inmates performing such work;

NOW, THEREFORE IT IS AGREED:

1. **(The name of State/local corrections facility)** shall:

a. Select inmates and inmate labor details in accordance with this Memorandum of Agreement (MOA) for work at **(specify location, by name, e.g., project name, recreation areas, etc. where work will be performed)**.

b. Provide Host Agency personnel an introduction to and training in **(name of State/local corrections facility)** policies and procedures in such areas as Inmate and inmate labor detail discipline, staff conduct, inmate accountability, **(name of State/local corrections facility)** safety, and any other training which would further the purposes and terms of this MOA. Provision of such training will be at no cost or fee to the Host Agency.

c. Provide inmates and inmate labor details routine medical care, regular standardized work clothing not resembling known military or civilian uniforms, safety shoes, daily meals and transportation to/from work sites. **(Name of State/local corrections facility)** shall enforce inventory and control of equipment, tools, materials, and supplies provided by **(name of State/local corrections facility)** that are not consumed in the work performed by inmate labor details.

d. Provide inmates and inmate labor details emergency medical care, including transportation.

e. Provide appropriate compensation to inmates in accordance with **(name of State/local corrections facility)** inmate pay schedules.

f. The Warden/Administrator of **(Name of State/local corrections facility)** is charged with the responsibility and accountability for the control and custody of inmates on labor details. The daily technical oversight of inmate labor details will be the responsibility of the Host Agency. Oversight functions of the Host Agency includes: training inmates to perform assigned tasks, performing quality assurance checks, and requiring inmates to sign time cards at intervals established by the Warden/Administrator of **(name of State/local corrections facility)**. If an Inmate cannot be located to sign a time card, the Host Agency will immediately notify the **(name of State/local corrections facility)** point of contact staff supervisor.

g. Provide inmate photo identification cards.

**(Add additional paragraphs as appropriate).**

2. The Host Agency shall:

a. Provide personnel who will instruct inmates and inmate labor details on work safety, work tasks, work materials and supplies, use of work tools and equipment, host agency measures for control and accountability of tools and equipment, and quality of work to be performed. Host Agency personnel will not become involved directly with **(name of State/local corrections facility)** operation of inmate labor details, and in no

event will Host agency personnel act as, nor for, **(name of local State/local corrections facility)** supervisors of inmates or inmate labor details.

b. Provide, as needed for tasks and work to be performed, safe and serviceable protective and safety equipment except shoes provided by **(name of State/local corrections facility)**, tools, materials and supplies for inmates and Inmate labor details. Host Agency shall enforce Inventory and control of equipment, tools, materials, and supplies provided by Host Agency that are not consumed in the work performed by inmate labor details.

c. Provide a safe and humane work environment for inmates and inmate labor details. In addition to daily instructions on work tasks, work equipment use, and work safety, Host Agency personnel will provide Inmates and inmate labor details a regular Host Agency safety briefing at least weekly. Weekly safety briefings will be documented on a form provided by **(name of State/local corrections facility)**.

d. Complete daily, and submit to **(name of State/local corrections facility)** personnel not less than monthly **(name of State/local corrections facility)** required inmate and inmate labor detail reports and time sheets.

e. Prepare an annual report of Inmate labor detail project accomplishments and furnish a copy to **(name of State/local corrections facility)**.

f. Ensure that Host Agency personnel involved with **(name of State/local corrections facility)** Inmates and inmate labor details are of good integrity, have no known criminal record, have no known history of drug or alcohol abuse, and have no prior nor present social or other relationship with inmates.

g. Take appropriate measures to ensure that the work performed by inmates and inmate labor details will comply with the following:

(1) No Federal civilian employees will be displaced by inmates or inmate labor details.

(2) Inmate labor details will not interfere nor conflict with projects/work for which resources have been allocated and funds made available for accomplishment by contract or by the Federal civilian workforce.

(3) Inmate labor details will not impair current Federal contracts for services.

(4) Inmates and inmate labor details will not be used in any manner Inconsistent with this agreement or any other law and regulation.

h. Ensure that the use of inmates and Inmate labor details does not interfere with the operation and/ or mission of activities on Host Agency property.

**(Add additional paragraphs as appropriate).**

3. Selection of Inmates:

a. Inmates selected for participation on inmate labor details will be suitable for work projects to be accomplished on Host Agency work sites, giving due regard to their safe custody, their mental and physical competence, and their suitability for work programs within the Host Agency. **(Name of State/local corrections facility)** Warden/Administrator will make inmate labor detail assignments in coordination with the Host Agency's **(fill in name/title of responsible Individual or division/directorate)**.

b. Number of Inmates selected will be sufficient in number for Host Agency work projects as determined by the Host Agency's **(fill in name/title of responsible individual or division/ directorate)**, in consultation with **(name of State/local corrections facility)** Warden/Administrator. The number of inmates and inmate labor details may be increased or decreased as determined necessary by the Host Agency's **(fill in name/title of responsible Individual or division/directorate)** who will then advise the **(name of State/local corrections facility)** Administrator of his/her determination.

c. Inmates will be medically cleared for labor detail status with no medical or psychological restrictions.

d. Inmates will be satisfactorily participating in or have completed financial obligations under the Inmate Financial Responsibility Program.

e. Inmates will have no detainers or pending charges.

f. Inmates will receive Central Inmate Monitoring (CIM) clearance from **(name of State/local corrections facility)** If necessary.

g. Inmates will have no prior personal or contractual relationship with the Host Agency or Host Agency personnel.

h. Only inmates classified at the minimum level of security classification, and who have community custody status, will be used in the inmate labor program.

i. Inmates will not be any of the following:

(1) A person in whom there is significant public interest as determined by the **(name of State/local corrections facility)** Warden/Administrator, in coordination with the Host Agency Commander.

(2) A person who is or has been a significant management problem in **(name of State/local corrections facility)** or other corrections facilities.

- (3) A principal organized crime figure.
- (4) An inmate convicted of a sex offense or whose criminal history includes such conduct.
- (5) An inmate convicted of a violent crime or whose criminal history includes such conduct.
- (6) An inmate convicted of the sale of or Intent to distribute illegal drugs who held a leadership position in any drug conspiracy, or been involved with drugs within the last three years while they have been in prison.
- (7) An escape risk.
- (8) An inmate who poses a threat to the general public.
- (9) An Inmate convicted of arson.
- (10) An inmate declared or found insane or mentally incompetent by a court, administrative proceeding, physician, or under treatment for a mental disease or disorder.
- (11) A State/local inmate convicted while on active duty, presently serving a sentence for that conviction.

j. Inmates who do not perform to the satisfaction of Host Agency personnel while participating in inmate labor details will be reported to **(name of State/local corrections facility)** and removed from the Inmate labor program at the Host Agency.

#### 4. General Provisions:

a. The Warden/Administrator of **(name of State/local corrections facility)** is charged with control and custody of inmates and inmate labor details at all times. No Host Agency personnel will be involved with custodial aspects of inmate labor details. In no event shall Host Agency personnel provide custodial supervision over inmates or inmate labor details: Host Agency personnel may check on the quality of work being performed by inmates or inmate labor details. Host Agency personnel will instruct inmates and inmate labor details on various aspects of work tasks.

b. The Host Agency Commander (or designated representative) shall direct the removal of any inmate or **(name of State/local corrections facility)** personnel deemed undesirable or detrimental in any way to the mission, soldiers, family members, visitors, or civilian employees of the Host Agency.

c. The civilian inmate labor program is without direct labor cost or expense to the Department of Army, except for nominal costs for equipment, materials, and supplies

used to accomplish work during inmate labor details and program administration, (e.g., telephone calls and other correspondence with the corrections facility to establish and manage an inmate labor program). Any costs incurred by either party in implementing, abiding by, suspending, terminating, changing, or renewing this MOA are the responsibility of that party.

d. All laws of the United States and rules of **(name of State/local corrections facility)** relating to, or in any way affecting, the imprisonment, transfer, control, discipline, escape, or release of inmates shall apply to all **(name of State/local corrections facility)** inmates selected and provided under the terms of this MOA.

e. Inmates and inmate labor details are in no manner employees of the Host Agency and will not be paid from Host Agency funds, nor receive any type of personal or private gratuity for work accomplished or services rendered.

f. Inmates placed under this program are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have title to any Federal benefits such as insurance, retirement, and leave.

g. Specific projects will be negotiated locally within the limits of the inmate labor program and consistent with 33 U.S.C. 2325. Necessary approvals for the use of inmate labor on any specific project will be obtained by the Host Agency or **(name of State/local corrections facility)**, as dictated by the rules and regulations governing the respective agency.

h. Should an emergency situation arise (*i.e.*, escape, hostage situation, etc.) the **(name of State/local corrections facility)** will be contacted immediately and the appropriate contingency plans enacted.

i. No Host Agency land and/or facilities will be involved in executing the inmate labor program, excepting designated latrine, work, eating, and vending areas.

j. Inmates may purchase soft drinks, food stuffs, candy bars, and cigarettes from designated vending areas. However, inmates will not be given gifts, food stuffs, or money in any amount by any military, contractor, DOD civilian personnel, or the general public.

k. Inmates will abide by the rules and regulations prescribed by **(fill in title of responsible division/directorate)** unless otherwise directed by a **(name of State/local corrections facility)** employee as may be necessary to protect the security, good order, and discipline of State/local inmates. This includes, but is not limited to, the general maintenance of law and order and rules concerning employee on-the-job performance and conduct, and safety rules.

l. Inmates and inmate labor details will not be allowed in any Host Agency sensitive or prohibited areas/offices. Inmates and inmate labor details working in areas where

classified information, personnel records, medical records, or other confidential or sensitive data is locked or secured will be under constant view by Army personnel. Inmates will not be used in areas where classified information is discussed or is in plain view. **(Add additional criteria as appropriate).**

m. Inmates and inmate labor details are prohibited from entering any establishment that serves or stores alcoholic beverages.

n. Inmates and inmate labor details will not enter or work in family housing areas at any time. Inmates will not work in day care centers, youth services/school age services centers, schools, recreation centers/libraries, or similar facilities, except when these facilities are closed to the public or the likelihood of inmate contact with the general military community or family members is remote.

o. Inmates and inmate labor details will not work in areas where firearms and/or ammunition are sold or stored, nor in areas where alcohol products are sold, stored, or served.

p. Inmates and inmate labor details will not work in areas where medical supplies (drugs, syringes, etc.) are stored unless the medical supplies are secured, and the inmates are under constant view by USACE personnel.

q. Inmates will not have access to or use phone lines or fax machines, computers/computer systems **(and any other restrictions the State/local corrections facility may place on inmate use).**

r. Inmates will not be allowed to operate Host Agency vehicles or equipment unless they possess the necessary valid operator's license(s), have been given proper training in vehicle operation and safety by USACE personnel, and are authorized to operate the vehicle or equipment in accordance with EM 385-1-1 by both the Host Agency and **(name of State/local corrections facility).**

s. Serious incidents (*i.e.*, walkaways, escapes, riots, disturbances) and any criminal action involving inmates participating in the civilian inmate labor program will be reported in accordance with AR 190-40, with notification through command channels to HQUSACE. One copy of Incident reports will be provided to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), and HQDA, Office of the Chief of Public Affairs, Public Communications Division (SAPA-PCD). Accidents involving inmates will be investigated and reported in accordance with AR 385-40 as applicable.

t. Any negative media coverage involving inmates participating in the civilian inmate labor program will be reported in accordance with AR 190-40, with notification through command channels to HQUSACE, to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), DSN 224-3084 or (703) 614-3084, and HQDA, Office of the Chief of Public Affairs, Public

Communications Division (SAPA-PCD), DSN 227-7591 or (703) 697-7591. Report media source (newspaper, magazine, radio television), name of media source (and radio/television channel), date of coverage, synopsis of report, and whether the report had local, regional or national coverage, will be reported. Provide one copy of the article/script, if available.

**(Add additional paragraphs as appropriate).**

5. It is Mutually Agreed:

a. The Host Agency shall not be liable for misconduct or unauthorized absence of inmates, but shall report such incident to the **(name of State/local corrections facility)** immediately.

b. The Host Agency shall not bear responsibility for payment of expenses of inmates, for which the **(name of State/local corrections facility)** bears full and exclusive responsibility.

c. The Host Agency shall not be liable for sickness, accidents, or death of inmates or **(name of State/local corrections facility)** personnel engaged in any activity conducted under this agreement.

d. Nothing in this MOA shall be construed as obligating the Host Agency or **(name of State/local corrections facility)** to expend, or as involving the Host Agency or **(name of local State/local corrections facility)** in any obligations for the future payment of money in excess of appropriations authorized by law and administratively made available for this work.

e. Any interference with or damage to property under control of the Department of the Army incident to the execution of an inmate labor detail will be thoroughly investigated by designated USACE/corrections facility personnel. If it is determined that the damage or interference resulting in a loss was caused by an inmate or correctional personnel, both the Host Agency Commander and the **(name of State/local corrections facility)** Warden/Administrator will be briefed on the findings, and the Host Agency Commander may:

(1) Request the **(name of State/local corrections facility)** to promptly correct the situation;

(2) Direct that the inmates, inmate labor detail, and/or corrections facility personnel be removed from the installation;

(3) Direct that the program with **(name of State/local corrections facility)** be discontinued; or

(4) Decide on any combination of these options. This does not include damages, breakage, or breakdowns occurring to equipment or other property due to normal use, or poor/unsafe operating condition.

f. Concerning the media:

(1) Any requests for interviews and/or photographs of any inmates and/or inmate labor details received by the Host Agency will be referred to the **(name of State/local corrections facility)** Warden/ Administrator.

(2) At no time will any media representative be allowed to interview any inmate or inmate labor detail without the expressed consent of the **(name of State/local corrections facility)** Warden/Administrator and the Host Agency Public Affairs Office.

(3) No photograph, film, nor video may be taken or made of any Inmate or inmate labor detail for any reason by anyone without the expressed consent of the **(name of State/local corrections facility)** Warden/Administrator and the Host Agency Public Affairs Office.

(4) Press releases regarding the inmates and/or inmate labor details will be with the joint coordination of the **(name of State/local corrections facility)** Warden/Administrator and the Host Agency Commander or Public Affairs Office. Press releases will only be released to the media by **(name of State/local corrections facility)** which has the responsibility to protect the privacy and other rights of inmates. The Host Agency Public Affairs Office will route the contents of such press releases through command channels to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), and to HQDA, Office of the Chief of Public Affairs, Public Communications Division (SAPA-PCD).

(5) The Host Agency Public Affairs Office will coordinate all denial/approval of media requests with the **(name of State/local corrections facility)**. The Public Affairs Office will inform the Host Agency **(fill in name of division/office)** of any denial/approval of media requests to ensure proper coordination of media coverage, or to protect inmate privacy.

(6) The Host Agency Commander and Public Affairs Office will institute public awareness and community training regarding the presence of inmates or inmate work details on the installation. The Host Agency Public Affairs Office will develop a public affairs plan which informs the installation and surrounding community of the civilian inmate labor program, projects inmates and Inmate labor details will perform, and community training regarding the presence of inmates on the installation.

**(Add additional paragraphs as appropriate).**

6. Effective Date, Suspension and Termination Provision:

a. This MOA becomes effective upon signing by the Host Agency Commander and the **(name of State/local corrections facility)** Warden/Administrator after both parties have secured approval to enter into this agreement from their respective approval entities.

b. This MOA may be suspended or terminated by either party at no cost upon 60 days advance written notification of such suspension or termination, or at any time by mutual written consent of the parties, or at any time upon notice to the other party of an operational or emergency need of either party.

7. Review and Change:

a. Required changes to this MOA will be accomplished by written amendments which will be sequentially numbered. Change amendments will be jointly authorized by the Commander, **(name of Host Agency)** and the Warden/Administrator, **(name of State/local corrections facility)**. All change amendments will be subject to approval of appropriate officials of the **(name of State/local corrections facility)** and the Host Agency.

b. Any substantive revisions requiring changes to the Army's Civilian Inmate Labor Program policy will be forwarded through Host Agency command channels including district and division commanders, HQUSACE natural resource management branch, and Office of the ASA (CW) to HQDA, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIMMD) for review and approval. These changes will not become part of the MOA without first obtaining HQDA approval and confirmation that these changes have become part of the Army's Civilian Inmate Labor Program policy.

c. This MOA will be reviewed as required to determine if the conditions of the document are still current.

(/s/ Name  
Warden/ Administrator  
Name and location of  
State/local corrections facility)

(/s/ Name  
Rank  
Commander  
Name and location of USACE  
division/district)

Date: \_\_\_\_\_

Date: \_\_\_\_\_