2 March 2020

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**(NAME AND LOCATION OF CORRECTIONS FACILITY PROVIDING CIVILIAN INMATES)**

**AND**

**THE DEPARTMENT OF THE ARMY**

**FOR**

**THE USE OF FEDERAL CIVILIAN INMATE LABOR ON PROPERTY UNDER CONTROL OF (DISTRICT)**

THIS MEMORANDUM OF AGREEMENTis entered into by, and between, **(the name and location of the local Federal corrections facility)**, represented by its **(insert title)** and the Department of the Army (hereinafter referred to as “the Army”), represented by the **(insert title)**.

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 Army may require 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, and other similar type work on property under Army control; and

WHEREAS, the **(name 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 of local Federal corrections facility)** and the Army to have these inmates performing such work;

NOW, THEREFORE IT IS AGREED:

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

1. Select inmates in accordance with this Memorandum of Agreement (MOA) for work at **(specify location, by name, recreation areas, etc. where work will be performed)**.
2. Provide Army personnel an introduction to and training in **(name of local Federal corrections facility)** policies and procedures in such areas as inmate discipline, staff conduct, inmate accountability, **(name of local Federal corrections facility)** safety, and any other training which would further the purposes and terms on this MOA. Provision of such training will be at no cost or fee to the Army.
3. Transport inmates to and from the corrections facility and work sites.
4. Provide inmates routine medical care, regular standardized work clothing not resembling known military or civilian uniforms, safety shoes, and daily meals. The **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.
5. Ensure that inmates receive emergency medical care, as needed.
6. Be responsible and accountable for the control and custody of inmates on labor details. The **(name of local Federal corrections facility)** shall be responsible for inmate conduct and discipline. **(The** **name of local Federal corrections facility)**, in coordination with Army personnel, shall also be responsible for the daily technical oversight of inmate labor details.
7. Provide inmate photo identification cards.
8. Ensure inmates report for work details with required Occupational Safety and Health Administration training (see 29 C.F.R. Part 1910) already completed.

II. The Army shall:

* 1. Establish priorities for use of inmate labor at **(specify location, by name, recreation areas, etc. where work will be performed)**.
	2. Submit written requests to the **(name of local Federal corrections facility)** (that have been coordinated with the District’s Office of Counsel) for inmate labor support that include the following:

 i. Work location

 ii. Work period

 iii. Duration of work required

 iv. Number of inmates required

 v. Statement of work to be performed (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. Ensure the work project request is within the parameters of 18 U.S.C. 4125(a).

 vi. Points of contact

* 1. Instruct inmates daily as a group, with **(name of local Federal corrections facility)** supervisors present at all times, on work safety, work tasks, work materials and supplies, use of work tools and equipment, Army measures for control and accountability of tools and equipment, and quality of work to be performed. The Army will also instruct **(name of local Federal corrections facility)** supervisors separately and prepare them to oversee the inmate labor. Army personnel will not become involved directly with **(name of local Federal corrections facility)** operation of inmate labor details, and in no event will Army personnel act as, nor for, **(name of local Federal corrections facility)** supervisors of inmates.
	2. Be responsible, in coordination with **(name of local Federal corrections facility)** supervisors, for the daily technical oversight of inmates. These oversight functions include training inmates to perform assigned tasks and performing quality assurance checks. Army personnel will communicate any observations, recommendations, or technical oversight to the inmates or to the **(name of local Federal corrections facility)** supervisors.
	3. Provide as needed for tasks and work to be performed, safe and serviceable protective and safety equipment except shoes provided by the **(name of local Federal corrections facility)**, tools, materials and supplies for inmates. The **(name of local Federal corrections facility)** shall enforce inventory and control of equipment, tools, materials, and supplies provided by the Army that are not consumed in the work performed by inmates.
	4. Provide a safe and humane work environment for inmates.
	5. Prepare an annual report of inmate labor detail project accomplishments and furnish a copy to the **(name of local Federal corrections facility)**.
	6. Ensure that Army personnel involved with **(name of local Federal corrections facility)** inmates 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.
	7. Take appropriate measures to ensure that the work performed by inmates will comply with the following:
1. No Federal civilian employees will be displaced by inmates.
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.
	1. Ensure that the use of inmates and inmate labor details does not interfere with the operation and/or mission or activities on Army property.

III. Selection of Inmates

* 1. Inmates selected for participation on inmate labor details will be suitable for work projects to be accomplished on Army work sites, giving due regard to their safe custody, their mental and physical competence, and their suitability for work programs within the Army. The **(name of local Federal corrections facility)** Warden/Administrator will make inmate labor detail assignments in coordination with the District Commander for **(insert name of USACE District)** (hereinafter the “District Commander”).
	2. The number of inmates and inmate labor details may be increased or decreased as determined necessary by the District Commander.
	3. Inmates will be medically cleared for labor detail status with no medical or psychological restrictions.
	4. Inmates will be satisfactorily participating in or have completed financial obligations under the Inmate Financial Responsibility Program.
	5. Inmates will have no detainers or pending charges.
	6. Inmates will receive Central Inmate Monitoring clearance from the **(name of local Federal corrections facility)** if necessary.
	7. Inmates will have no prior personal or contractual relationship with the Army or Army personnel.
	8. Only inmates classified at the minimum level of Federal Bureau of Prisons’ security classification and who have community custody status, will be used in the inmate labor program.
	9. 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 District Commander.
		2. A person who is or has been a significant management problem in the **(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 incarcerated.
		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.
1. Inmates who do not perform to the satisfaction of Army personnel while participating in inmate labor details will be reported to the **(name of local Federal corrections facility)** and removed from the inmate labor program.

IV. General Provisions

* 1. The **(name of local Federal corrections facility)** is charged with control and custody of inmates at all times. No Army personnel will be involved with custodial aspects of inmates.
	2. The District Commander 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 Army civilian employees.
	3. Efforts will be made to avoid inmate contact with the visiting public. To the extent practicable, inmate labor will be limited to areas not currently occupied by the visiting public.
	4. The civilian inmate labor program is without direct labor cost or expense to the Army, except for nominal costs for equipment, materials, and supplies used to accomplish work during inmate labor details, program administration, and telephone calls to corrections facilities. Any costs incurred by either party in implementing, abiding by, suspending, terminating, changing, or renewing this MOA, are the responsibility of that party.
	5. All laws of the United States and rules of the **(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 or this MOA.
	6. All inmates selected and provided under this MOA shall be used under 18 U.S.C. 4125(a), and are covered for any injury under the provisions of the Inmate Accident Compensation Program, 28 C.F.R. Part 301.
	7. Inmates are in no manner employees of the Army and will not be paid from Army funds, nor receive any type of personal or private gratuity for work accomplished or services rendered.
	8. 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.
	9. Specific projects will be negotiated locally within the limits of the inmate labor program and consistent with 18 U.S.C. 4125(a). Necessary approvals for the use of inmate labor on any specific project will be obtained by the Army or the **(name of local Federal corrections facility)**, as dictated by the rules and regulations governing the respective agency.
	10. Execution of the inmate labor program will be limited to designated latrine, work, eating, and vending areas.
	11. Inmates may purchase soft drinks, food stuffs, and candy bars from designated vending areas. However, inmates will not be given gifts, food stuffs, or money in any amount by any Army personnel or the general public.
	12. Inmates will abide by the rules, regulations, and guidelines prescribed by the Assistant Secretary of the Army for Civil Works (ASA(CW)) or his delegate 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.
	13. Inmates will not be allowed in any Army sensitive or prohibited areas/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 Army personnel. Inmates will not be used in areas where classified information is discussed or is in plain view.
	14. Inmates will not enter or work in recreation centers or similar facilities, except when these facilities are closed to the public.
	15. 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 supervision by **(name of local Federal corrections facility)** personnel.
	16. Inmates will not have access to or use phone lines or fax machines, cell phones, staff cell phones, computers/computer systems (and any other restrictions the **(name of local Federal corrections facility)** may place on inmate use).
	17. Serious incidents, i.e. walkaways, escapes, riots, disturbances, and any criminal action involving inmates participating in the civilian inmate labor program will be reported to the ASA(CW), as soon as possible. One copy of incident reports will be provided to the ASA(CW).
	18. Any negative media coverage involving inmates participating in the civilian inmate labor program will be reported through command channels and to HQDA, Office of the Chief of Public Affairs, Public Communications Division (SAPA-PC D), 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.

V. It Is Mutually Agreed:

* 1. The Army shall not be liable for inmate misconduct.
	2. The Army 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.
	3. Nothing in this MOA shall be construed as obligating the Army or the **(name of local Federal corrections facility)** to expend, or as involving the Army or the **(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.
	4. Any interference with or damage to property, under control of the Army incident to the execution of an inmate labor detail will be thoroughly investigated by designated Army/**(name of local Federal corrections facility)** personnel. If it is determined that the damage or interference resulting in a loss was caused by an inmate or **(name of local Federal corrections facility)** personnel, both the District Commander and the **(name of local Federal corrections facility)** Warden/Administrator will be briefed on the findings, and the District Commander may:
		1. Request the **(name of local Federal corrections facility)** to promptly correct the situation;
		2. Direct that the inmates and/or **(name of local Federal corrections facility)** personnel be removed from the property;
		3. Direct that the program with the **(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.
	5. Concerning the media:
1. Any requests for interviews and/or photographs of any inmates and/or inmate labor details received by the Army 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.
3. No photograph, film, nor video may be taken or made of any inmate for any reason by anyone without the expressed consent of the **(name of local Federal corrections facility)** Warden/Administrator and the District Public Affairs Office.
4. Press releases regarding the inmates will be with the joint coordination of the **(name of local Federal corrections facility)** Warden/Administrator and the District Commander. Press releases will only be released to the media by the **(name of local Federal corrections facility)** which has the responsibility to protect the privacy and other rights of inmates. The District Public Affairs Office will route the contents of such press releases through command channels and to HQDA, Office of the Chief of Public Affairs, Public Communications Division (SAPA-PCD).
5. The District 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 District Commander of any denial/approval of media requests to ensure proper coordination of media coverage, or to protect inmate privacy.
6. The District Commander will institute public awareness and community training regarding the presence of inmates on the civil works property. The District Public Affairs Office will develop a public affairs plan which informs the surrounding community of the civilian inmate labor program and projects inmates will perform and provides community training regarding the presence of inmates on the property.

VI. Effective Date, Suspension and Termination Provision

* 1. This MOA becomes effective upon signing by the District 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.
	2. 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.

VII. Review and Change

* 1. Required changes to this MOA will be accomplished by written amendments which will be sequentially numbered. Change amendments will be jointly authorized by the District Commander and the **(name of local Federal corrections facility)** Warden/Administrator. All change amendments will be subject to approval of appropriate officials of the **(name of local Federal corrections facility)** and the ASA(CW).
	2. This MOA will be reviewed as required to determine if the conditions of the document are still current.

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 DATE

District Commander

United States Army Corps of Engineers (name of District)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE

Warden/Administrator

U.S. Department of Justice

Federal Bureau of Prisons

(name and location of corrections facility)