

**City of Carson City
Agenda Report**

Date Submitted: July 24, 2012

Agenda Date Requested: August 2, 2012
Time Requested: Consent

To: Mayor and Supervisors

From: Parks and Recreation Department- Parks Division

Subject Title: For possible action to authorize the City Manager to sign an interlocal contract between the Carson City Parks and Recreation Department and the Nevada Department of Corrections for the daily use of prison inmates for park maintenance operations. (Scott Fahrenbruch)

Staff Summary: For the last five years the Carson City Parks and Recreation Department/Parks Division has been utilizing inmate laborers from the Stewart Camp Work Program through the Nevada Department of Corrections. This program also provides labor locally for other governmental agencies, such as Nevada State Buildings and Grounds, the Governors Mansion, and NDOT. Both parties concurred that having an interlocal contract in force would be in the best interest of both agencies. This contract does not preclude the use of this inmate work force in other City departments, but would be coordinated through the Parks and Recreation Department.

Type of Action Requested: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Other (Specify) |

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to authorize the City Manager to sign an interlocal contract between the Carson City Parks and Recreation Department and the Nevada Department of Corrections for the daily use of prison inmates for park maintenance operations.

Explanation for Recommended Board Action: The daily use of prison inmates to perform park maintenance functions has been a huge benefit to the City and the taxpayers, as this low-cost labor force has enabled our department to continue to provide a fairly high level of service to the community without the need to hire additional staff.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. 277.180

Fiscal Impact: We will continue to make payments as budgets allow to the Nevada Department of Corrections for each laborer at the rate of \$1.50 per hour.

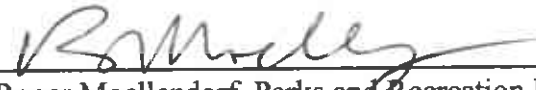
Explanation of Impact: The costs will be absorbed by the existing Parks Division operating budgets as long as budgets allow.

Funding Source: General Fund and Quality of Life Tax Initiative.

Alternatives: Not to approve.

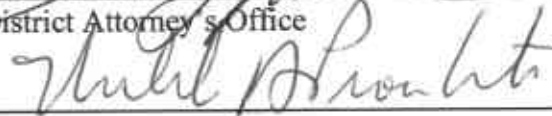
Supporting Material: Draft Interlocal Contract, including ATTACHMENT A- SCOPE OF WORK.

Prepared By:  **Date:** 7.24.12
Scott Fahrenbrüch, Parks and Recreation - Director of Operations

Reviewed By:  **Date:** 7.24.12
Roger Moellendorf, Parks and Recreation Director

 **Date:** 7.24.12
Lawrence A. Werner, City Manager

 **Date:** 7.24.12
District Attorney's Office

 **Date:** 7.24.12
Finance Department

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay
2: _____ _____

(Vote Recorded By)

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

NEVADA DEPARTMENT OF CORRECTIONS
Agency Contact: Mitch Varner, Contract Manager
5500 Snyder Avenue, Bldg 89
Carson City, Nevada 89701
Phone: (775) 887-3259 / Fax: (775) 887-3343

and

CARSON CITY PARKS & RECREATION DEPARTMENT
Contact Person: Scott Fahrenbruch, Director of Operations
Address: 3303 Butti Way, Building 9
Carson City, Nevada 89701-3498
Phone: (775) 887-2262 ext 7340 / Fax: (775) 887-2145

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon **DEPUTY DIRECTOR OF SUPPORT SERVICES'** until **JUNE 30, 2016**, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. Nevada Department of Corrections and Carson City Parks & Recreation Department agrees to provide the services set forth in paragraph (6) at no cost to either agency. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earth-

quakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

ATTACHMENT A

Scope of Work The Nevada Department of Corrections (Corrections) and The Carson City Parks and Recreation Department (CCPR)

Custody

CCPR'S Responsibilities:

- The CCPR will assume temporary custody for inmates from CORRECTIONS for the purpose of work projects.
- The CCPR will provide staff, training.
- The CCPR will keep account of inmates at all times, and always maintain visual contact.
- The CCPR will document any transfers of custody between CORRECTIONS and the CCPR.

CORRECTIONS' Responsibilities:

- CORRECTIONS will maintain primary custody of inmates in the Conservation Camp Program.
- CORRECTIONS will document any transfers of custody between CORRECTIONS and the CCPR.

Assigning Inmates

- The CCPR and CORRECTIONS will work cooperatively to properly classify and assign medically cleared inmates to the camps.

Inmate Discipline

CCPR's Responsibilities:

- The CCPR will not write Notice of Charges (NOCs) on inmates assigned to the CCPR. Should inmates be suspected of violating the Code of Penal Discipline, the CCPR will submit a written statement to CORRECTIONS regarding the incident(s).
- The CCPR retains the right to refuse inmates for CCPR work based upon crime or institutional disciplinary history.

CORRECTIONS' Responsibilities:

- CORRECTIONS will file NOCs based on the CCPR's written statements should the Code of Penal Discipline warrant.
- CORRECTIONS will remove from the camp program any inmates that violate the maximum number of disciplinary points to be camp eligible.

ATTACHMENT A

Transportation

CCPR's Responsibilities

- The CCPR will provide transportation for inmates assigned to the CCPR to and from all work projects.
- The CCPR will supply qualified operators to operate the vehicles to which they are assigned.

CORRECTIONS' Responsibilities:

- CORRECTIONS will provide transportation for all CORRECTIONS employees and for inmates assigned to CORRECTIONS while conducting CORRECTIONS business.
- CORRECTIONS will provide transportation for all CORRECTIONS employees and inmates during emergency incidents at the request of the CCPR. Vehicle mileage and repairs resulting from use on the incident will be billed to the incident at rates established annually by the CCPR.

Inmate Pay

CCPR's Responsibilities:

- The CCPR will pay inmates \$1.50 per hour for project work as allowed for within the authorized budget limits.

Training

CCPR's Responsibilities:

- The CCPR will train inmates on equipment that they operate on projects including, but not limited to, chainsaws, chippers, tree trimmers and mowers etc.

Meals

CORRECTIONS' Responsibilities:

- CORRECTIONS will provide all regular meals for inmates, including the lunch for inmates working for the CCPR on projects.

ATTACHMENT A

Medical

CCPR's Responsibilities:

- The CCPR will maintain Workers Compensation coverage for all inmates whom CCPR assumes temporary custody.
- The CCPR will initiate and submit Risk Management's C-1 and C-3 forms to the Workers Compensation carrier for any inmates who are injured or become ill while working for the CCPR.
- The CCPR will provide for initial medical treatment of inmates who become injured while working for the CCPR including first aid or arranging transportation to a medical clinic, emergency room, or hospital, as appropriate.

CORRECTIONS' Responsibilities:

- CORRECTIONS will assume custody of inmates who become injured or ill while working for the CCPR and will provide any follow-up care that is within their capability.
- CORRECTIONS will coordinate any follow-up care that is necessary by outside providers with the Workers' Compensation carrier.

Clothing and Grooming

The CCPR and CORRECTIONS will work cooperatively to enforce the Inmate Dress and Grooming Code for inmates assigned to the CCPR.

CCPR's Responsibilities:

- The CCPR will supply inmates working for the CCPR, but is not limited to: hardhats, gloves, chainsaw, chaps, goggles, or other eye protection, ear protection, yellow raincoats, and rubber overboots.

CORRECTIONS' Responsibilities:

- CORRECTIONS will provide general clothing for inmates assigned to Conservation Camps including, but not limited to: socks, underwear, t-shirts, blue pants, blue shirts, blue denim coats with liners, thermal tops and bottoms and knit winter caps.

Daily Roster

CCPR's Responsibilities:

- The CCPR will originate and submit to CORRECTIONS a daily roster documenting the inmates who are assigned to the CCPR.

CORRECTIONS' Responsibilities:

- CORRECTIONS will notify the CCPR of any inmate transfers to and from camp that affect the daily roster or non-CCPR assignments

ATTACHMENT A

- **CORRECTIONS** should indicate on CCPR's daily roster the reason CCPR's – assigned inmates are not available to work. (i.e., medical clearance/sickness, administrative hold, etc.)

Term of Agreement

The term of this agreement shall be 4 years from the date it is approved.

Responsibilities:

- The CCPR will review and update the Interlocal Agreement every 4 years or as the CCPR or CORRECTIONS sees fit.
- **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby