



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: January 19, 2017

Staff Contact: Jennifer Budge, CPRP, Parks and Recreation Director

Agenda Title: For Possible Action: Approval of an Intrastate Interlocal Contract between the State of Nevada, acting by and through its Department of Corrections, and Carson City, acting by and through its Parks, Recreation and Open Space Department, for inmate services. (Jennifer Budge, jbudge@carson.org)

Staff Summary: Carson City, through its Parks, Recreation and Open Space Department, utilizes inmate services year-round to support park maintenance throughout Carson City's parks system. Carson City has had a long standing relationship with the State of Nevada Department of Corrections; however, the previous Interlocal Contract expired on June 30, 2016. The proposed agreement includes a term until October 31, 2020 and provisions for termination if desired by the City. The use of inmate services provides an effective, low-cost alternative to augment the City's parks maintenance labor force within the Department.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

"I move to approve an Intrastate Interlocal Contract between the State of Nevada, acting by and through its Department of Corrections, and Carson City, acting by and through its Parks, Recreation and Open Space Department, for inmate services."

Board's Strategic Goal

Quality of Life

Previous Action

August 12, 2012: The Board of Supervisors approved and authorized 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.

Background/Issues & Analysis

Carson City has a vast park system consisting of 785-acres of developed urban parkland and over 7,300-acres of open space. With limited staff and financial resources available, it is essential that the City diversify its park operations strategy through the utilization of full time/seasonal staff, cooperative partnerships, third party contracts, volunteers, and inmates to properly care for and maintain its parks. With over 65-acres of developed parkland per park maintenance worker, the use of inmate services provides an effective, low-cost alternative to augment the City's parks maintenance labor force within the Department.

The Department utilizes inmate services year-round to support park maintenance and the City has had a long standing relationship with the State of Nevada Department of Corrections for this purpose. Inmates assist in a variety of duties including park and cemetery landscape maintenance, special event set up/break down, community beautification projects, vehicle mechanics, trash removal, and other duties as required. Attachment

A to the proposed agreement outlines the scope of work and terms specific to parks, which include provisions for:

- Regular training of parks staff by the Department of Corrections
- Inmate pay of \$1.50/hour per inmate
- Emergency use of inmates
- Termination of agreement if desired by the City

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180 authorizes public agencies to enter into a contract for governmental services

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 254-5012-452-0525 Parks and 254-5047-452-0525 Open Space

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Inmate services would be conducted at a rate of \$1.50 per inmate per hour, consistent with the terms in the 2012 agreement. The Department utilizes inmate services year round with a range of 6-18 inmates depending on the season and the department has sufficient budget to continue to support this operation.

Alternatives

1. Approve agreement as presented.
2. Do not approve agreement and discontinue inmate services.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(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: Janet Hardy, Contracts Manager
5500 Snyder Avenue, Bldg. 17
Carson City, NV 89701
(775) 887-3333 / Fax: (775) 887-3343

and

CARSON CITY a Consolidated Municipality, Political Subdivision of the State of Nevada
Acting By and Through Its

CARSON CITY PARKS, RECREATION AND OPEN SPACE DEPARTMENT
Contact Person: Jennifer Budge, Parks & Recreation Director
3303 Butti Way, Building 9
Carson City, NV 89701-3498
Phone: (775) 283-7345 / 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 Nevada Department of Corrections approval to October 31, 2020**, 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;

ATTACHMENT B: NDOC ADMINISTRATION REGULATION 707, INMATE DISCIPLINARY PROCESS; AND

ATTACHMENT C: NDOC ADMINISTRATION REGULATION 705, INMATE GROOMING & PERSONAL HYGIENE.

7. CONSIDERATION. **Nevada Department of Corrections and Carson City Parks, Recreation and Open Space Department** agree 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, earthquakes, 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.

Scope of Work
The Nevada Department of Corrections (NDOC)
and
Carson City, a Consolidated Municipality, Political Subdivision of the State of Nevada,
acting by and through its
Carson City Parks, Recreation and Open Space Department (CCPR)

Custody

CCPR'S Responsibilities:

- The CCPR will assume temporary custody for inmates from NDOC 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 NDOC and the CCPR.

NDOC' Responsibilities:

- NDOC will maintain primary custody of inmates in the Conservation Camp Program.
- NDOC will document any transfers of custody between NDOC and the CCPR.
- NDOC will provide training to CCPR on an annual basis to ensure all safety protocols, procedures and guidelines are being met.

Assigning Inmates

- NDOC will work cooperatively to properly classify and assign medically cleared inmates to the camps.
- NDOC will assign work duties to inmates according to the following agencies based on availability:
 - Nevada Department Conservation Natural Resources – Division of Forestry
 - Office of the Governor/Governor's Mansion
 - NDOC/Silver State Industries
 - All other contracted State Agencies and Departments
 - All other contracted Non-State Agencies and Departments

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, NDOC Administrative Regulation (AR) 707 (Inmate Disciplinary Process) (Attachment B), the CCPR will submit a written statement to NDOC regarding the incident(s).

NDOC² Responsibilities:

- NDOC will file NOCs based on the CCPR's written statements should the NDOC AR 707 warrant.
- NDOC will remove from the camp program any inmates that violate the maximum number of disciplinary points to be camp eligible.

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 staff or contracted operators to operate the vehicles to which they are assigned.

NDOC Responsibilities:

- NDOC will provide transportation for all NDOC employees and for inmates assigned to NDOC while conducting NDOC business.
- NDOC will provide transportation for all NDOC 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 Responsibilities:

- The CCPR will pay inmates **\$1.50 per hour per inmate** for project work and emergency incidents as allowed for within the CCPR authorized budget limits. The CCPR will send the inmate payroll to the NDOC to be deposited into the inmate's personal property fund.

Training

CCPR 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

NDOC Responsibilities:

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

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 the State of Nevada, Department of Administration, 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.

NDOC'S Responsibilities:

- NDOC 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.
- NDOC will coordinate any follow-up care that is necessary by outside providers with the NDOC Workers' Compensation carrier.

Clothing and Grooming

The CCPR and NDOC will work cooperatively to enforce the Inmate Grooming and Personal Hygiene NDOC AR 705 (Inmate Grooming and Personal Hygiene) (Attachment C) for inmates assigned to the CCPR.

CCPR Responsibilities:

- The CCPR will supply inmates working for the CCPR Personal Protective Equipment (PPE) as needed for the designated task, including but not limited to: hardhats, gloves, chaps, goggles, eye protection, ear protection, raincoats, and rubber over-boots.

NDOC Responsibilities:

- NDOC 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 Responsibilities:

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

NDOC Responsibilities:

- NDOC will notify the CCPR of any inmate transfers to and from camp that affect the daily roster and non-CCPR assignments
- NDOC should indicate on CCPR's daily roster the reason CCPR's assigned inmates are not available to work. (i.e., priorities, medical clearance/sickness, administrative hold, etc.).

NEVADA DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE REGULATION
707

INMATE DISCIPLINARY PROCESS

Supersedes: AR 707 (Temporary, 11/23/09)
Effective Date: 02/12/10

AUTHORITY: NRS 209.246

RESPONSIBILITY:

1. An Associate Warden is responsible for the management of the inmate disciplinary process.
2. All staff and inmates are responsible to have knowledge of and to comply with this procedure.

707.01 DEPARTMENT POLICY

1. All inmates committed (including safe keepers) to the Department shall be subject to disciplinary action for violations of rules and regulations.
2. Disciplinary action should be taken as soon after the misconduct as is practicable.
3. Discipline should be applied in an impartial and consistent manner.
4. Corporal punishment or inhumane treatment is prohibited.
5. Prison disciplinary proceedings are an administrative process, unrelated to and not bound by the rules for criminal procedure, civil trials, administrative codes or procedures.
6. Upon entry, all inmates shall be issued, and required to sign for, a copy of the inmate disciplinary manual and AR 707 Inmate Disciplinary Process.
 - A. Signed acknowledgment will be maintained in the inmate's I-file.
 - B. When a literacy or language problem prevents an inmate from understanding the manual, a staff member or translator will assist the inmate in understanding the rules.
7. The manual will be available to all inmates. Availability is satisfied if a copy is kept in the institutional law library or in the living units for those facilities without a law library.
8. All inmates are assumed to have notice of this manual.

9. Within the prison disciplinary process, an inmate has access to three procedures:
 - A. At least 24 hours prior to any formal hearing before an impartial Disciplinary Hearing Officer a Notice of Charges will be served.
 - B. A qualified opportunity to call witnesses with substantive knowledge of issues and present documentary evidence provided that to do so will not jeopardize institutional security or correctional goals.
 - C. A written statement by the Disciplinary Hearing Officer as to the evidence relied on and the reasons for the disciplinary findings.
10. Reliance on any published standard, the use of mandatory language, if such exists, or the creation or procedures related to the conduct of the disciplinary process, including but not limited to timeframes, witnesses or appeals is solely for the purpose of providing guidance for employees and shall be considered representative of the manner in which the Department has chosen to exercise its discretion in such matters.
 - A. The failure of any employee of the Department to follow any procedure shall not result in any mandatory outcome, e.g., dismissal of charges, but shall be one of many factors to be considered in exercising discretion as to the outcome of any violation.
11. Any disciplinary case may be continued so that the Preliminary Hearing Officer or the Disciplinary Hearing Officer may obtain guidance from the Attorney General's Office concerning any matter in the inmate disciplinary process.
 - A. Inmates do not have any right or privilege to request or participate in obtaining guidance from the Attorney General's Office.
 - B. The guidance may be sought either in writing or verbally.
 - C. Such requests for guidance shall be made only if there is confusion as to the application of the guidelines set forth in this Code.
 - D. The Office of the Attorney General shall not be asked to render any opinion as to the guilt or innocence of an inmate facing disciplinary charges.

707.02 DISCIPLINARY OFFENSES

NOTE: Deleted or additional infractions will not lead to the renumbering of charges.

1. All offenses listed below in section 707.02.3 through 6, will also include an attempt or conspiracy to commit that violation.
2. Work Release violations may only be charged if the inmate has minimum status.
3. Minor Infractions (All Class E Violations)

- M1- Purchasing, selling, trading, giving, receiving or possessing any item of property, with a value less than \$50, in a manner other than that which is authorized by Administrative Regulation 711.
- M3 - Possession of unauthorized items with a value less than \$25.00.
- M4 - Roughhouse, horseplay or "gunsling".
- M5 - Failure to keep one's person or assigned area neat and clean.
- M6 - Failure to perform work as instructed or a failure to attend work, school or other assignment.
- M7 - Unauthorized use of institutional supplies, tools, equipment or machinery.
- M10 - Failure to produce inmate identification card upon request of correctional employee.

4. General Violations (All Class D Infractions)

- G1 - Disobedience of an order from any correctional employee or anyone who has the authority to supervise inmates in work or other special assignments.
- G2 - Unauthorized contact of any on- or off-duty correctional employee or member of the correctional employee's family; or any unwanted contact with any private citizen, not amounting to harassment or threats.
- G3 - Organizing, participating in, operating any gambling game or betting pool, or possessing any equipment used for gambling or betting purposes.
- G4 - Intentionally destroying, altering or damaging property of another or state property which has a replacement value less than \$50.00.
- G5 - Self mutilation.
- G6 - Fighting or challenging another to fight.
- G7 - Issuing a brass slip with knowledge that it is not covered by sufficient funds.
- G8 - Possession of another inmate's identification card.
- G9 - Abusive language or actions toward another person.
- G10 - Tampering with evidence or influencing a witness involved in any disciplinary process, not amounting to threats.

- G12 - Failure to appear at the proper time and place for count or interfering with the count.
- G13 - Cutting into line.
- G14 - Failure to follow rules and regulations.
- G15 - Presence in areas identified as off limits to inmates by posted regulations or signs that identify areas that are restricted, not amounting to an attempted escape.
- G18 - Delaying, hindering or interfering with a correctional employee in the performance of his duties.
- G20 - Preparing, soliciting, or giving false or misleading information to or about a staff member and representing the statement as fact.

NOTE:

- Cannot be plea-bargained or sanction bargained.
- G21 – Possession of gang materials including, but not limited to, jewelry, stationary, emblems and patches.
- G24 - Possession of prescribed medication that is not a controlled substance without the approval of the proper authority.
- G25 - Purchasing, selling, trading, giving, receiving or possessing any item of property, with a value equal to or greater than \$50.00, in a manner other than that which is authorized by Administrative Regulation 711.
- G27 Abuse of inmate grievance process.

NOTE:

- This violation may be charged by the DDO.
- Cannot be plea-bargained or sanction bargained.

5. Major Violations

- MJ1 - Arson: Setting a fire with the potential of causing damage or injury to persons or property. (Class A)
- MJ2 - Assault: unlawful attempt coupled with present ability to commit a violent injury on the person of another. (Class A)
- MJ3 - Battery: any willful use of force or violence upon the person of another. (Class A)

- MJ4 Burglary: The entering of a building, structure or vehicle with the intent to commit crime therein. (Class B)
- MJ5 - Embezzlement: The fraudulent conversion of the property of another by one who is already in lawful possession of it. (Class B)
- MJ6 - Escape: The departure or absence from custody of a person who is imprisoned, before he is entitled to his liberty by the process of law. This violation shall be charged in cases of walk-a-ways from assignments of minimum or community custody where no weapons, force or injury to others was involved. (Class B)
- MJ7 - Extortion: The obtaining of property or money from another by wrongful use of actual or threatened force, violence or fear. (Class A)
- MJ8 - False Imprisonment: The unlawful violation of the personal liberty of another, which consists of confinement or detention without sufficient legal authority. (Class A)
- MJ9 - False Pretenses: A false representation of a material present or past fact, which causes the victim to pass title to his property to the wrongdoer who knows his representation to be false and intends thereby to defraud the victim. (Class B)
- MJ10 - Security Threat Group Activities: A validated Security Threat Group member who has engaged or is engaging in criminal activities, threatens the order and security of the institution and/or promotes racism. (Class A).

NOTE:

- Only an AW or above may charge the inmate with this violation.
- Cannot be plea-bargained or sanction bargained.
- MJ11 - Kidnapping: The unlawful taking and carrying away of a human being by force or against his will. (Class A)
- MJ12 - Larceny: The trespassory taking and carrying away of personal property of another with intent to steal it. (Class C)
- MJ13 - Larceny by Trick: Obtaining possession of another's property by falsehood with the intent to convert it for his own use. (Class C)
- MJ14 - Manslaughter: The unlawful killing of another human being without malice either expressed or implied. It may be either voluntarily, in the heat of passion, or involuntarily. (Class A)
- MJ15 - Mayhem: The infliction of an injury, which disfigures, disables, or dismembers another. (Class A)

- MJ16 - Murder: The unlawful killing of another human being with malice aforethought, either expressed or implied, and all lesser included offenses. (Class A)
- MJ17 - Receiving Stolen Property: One must receive stolen property, know it is stolen, and intend to deprive the owner of it. (Class C)
- MJ18 - Robbery: A larceny where the taking of the property must be from the person of the victim or in his presence and the taking must be by means of violence or intimidation. (Class A)
- MJ19 - Sexual Assault: Subjecting another person to any sexual act against their will and/or understanding. (Class A)
- MJ21 - Theft: the taking of property without the owner's consent. (Class C)
- MJ22 - Tampering with any locking device. (Class B)
- MJ23 - Intentionally destroying, altering or damaging the property of another or state property with a replacement value equal to or greater than \$50. (Class C)
- MJ24 - Adulteration of any food or drink. (Class A)
- MJ25 - Threats: issuing a threat, either verbally, by gesture or in a written statement to or about any person. (Class B)
- MJ26 - Possession of contraband, including items that present a threat to safety and security of the institutions, excluding drugs or drug paraphernalia. (Class A)
- MJ27 - Rioting or inciting others to riot. (Class A)
- MJ28 - Organizing, encouraging or participating in a work stoppage or other disruptive demonstration or practice. (Class B)
- MJ29 - Charging or collecting a fee or favors for services as a counsel-substitute, legal assistant or "writ writer". (Class C)
- MJ30 - Sexually stimulating activities, including but not limited to caressing, kissing or fondling, except as authorized by Departmental visitation regulations. (Class A)
- MJ31 - The unauthorized or inappropriate use of telephone, mail, computer, state equipment, or supplies. (Class A)
- MJ32 - Being in an unauthorized area, or hiding on the prison grounds or hiding at a place of assignment or classification. (Class B)

- MJ33 - Bribery: Giving or offering a bribe to any person. (Class B)
- MJ34 - Trading, bartering, lending or otherwise engaging in any personal transactions when such transaction has not been specifically authorized. (Class C)
- MJ35 - Counterfeiting, forging or making an unauthorized reproduction of any document. (Class B)
- MJ39 - Running from a correctional employee when ordered to halt. (Class C)
- MJ40 - Propelling any substance toward any person that strikes them or has the potential to strike them. (Class A)
- MJ41 - Gathering around, blocking, or impeding any correctional employee or visitor, in a threatening or intimidating manner and exhibiting conduct, which causes the person to fear for his safety. (Class A)
- MJ42 - Unauthorized contact, including harassment, of any on-duty or off-duty correctional employee or other private citizen. (Class A)
- MJ44 - Failure to submit to a drug and/or alcohol screening. (Class A)
- MJ46 - The possession or use of a tape recording device. (Class C)
- MJ47 - Escape: The departure or absence from custody of a person who is imprisoned, before he is entitled to his liberty by the process of law. This violation shall be charged in cases of escape from assignment of medium custody or above, or escapes from any custody where weapons, force, violence, the taking of hostages or injury to others was involved. (Class A)
- MJ48 - Any violation of the Rules of Court, contempt of court, submission of forged or otherwise false documents, submissions of false statements, violations of Rules of Civil Procedure, Criminal Procedure or Appellate Procedure and/or receiving sanctions and/or warnings for any such actions from any court. Although not necessary for disciplinary purposes, any Order from any court detailing such action shall be sufficient evidence for disciplinary purposes. (Class C)
- MJ49 - Possession of any confidential prison regulation. Any prison regulation, which is not specifically delineated as accessible to inmates, is considered confidential. A prison regulation includes, but not limited to, Administrative Regulations, Institutional Procedures, Emergency Response Regulations, and Post Orders. (Class A)
- MJ50 - Sexual Harassment: Conduct that is sexually abusive or offensive to any person and that may include, but is not limited to, suggestive language directed to another, or as an aside; unwanted or inappropriate touching; exposing one's self; performing a sex act with knowledge that it will be observed by another; displaying sexually provocative or explicit materials/drawings. (Class A)

- MJ51 - Compromising Staff, Volunteer or Vendor: Conduct that includes, but is not limited to, bribery, extortion, sexual conduct, or any other behavior designed to violate the safety and security of an institution and/or obtain favorable treatment. (Class A)
 - MJ52 - Refusal to complete or participate in a mandatory, structured program. (Class C)
 - MJ53 - Possession, introduction, or sales of any narcotics, drugs, alcohol, or other intoxicants or possession of materials/items suitable for such manufacture and/or use. (Class A)
 - MJ54 - Use of any narcotics, drugs, alcohol, or other intoxicants. (Class B)
 - MJ55 - Possession, introduction, or sales of any tobacco product; or possession of materials/items suitable for such manufacture and/or use. (Class A)
 - MJ56 - Tattooing: tattooing and/or body piercing oneself or another; or possession of tattooing and/or body piercing equipment. (Class C)
6. Work Release Violations (All Class C)
- W1 - Failure to comply with travel arrangements outside the facility.
 - W2 - Failure to report to the work assignment contacts in the community as specified and agreed upon in the release plan.
 - W3 - Failure to remain in the particular area designated in the release plan.
 - W4 - Operation of a motor vehicle, unless such operation is a condition of the job and the Department prior authorization was approved.
 - W7 - Failure to return to the facility on or before the time specified in the schedule of the release plan. This includes leaving or hiding from supervision or custody.
 - W8 - Failure to report an incident that delays the inmate's return to the facility.
 - W9 - Failure to complete or participate in a structured program.
 - W10 - Performing work for private persons that are not authorized by the Department.
 - W11 - Any violation or attempt to violate rules or conditions of the work program contract.
 - W13 - Possession of coin, currency, checks, money orders or other negotiable instruments in excess of the amount authorized by regulation.

707.03 INMATE TRANSFERS

1. When conduct requires an inmate be transferred from one institution or facility to another, any pending disciplinary cases should be completed prior to the transfer.

A. If circumstances are such that the transfer must proceed prior to completion of the disciplinary process, the sending institution shall prepare the Notice of Charges and the receiving institution shall complete the disciplinary process.

B. The receiving institution will review the inmate's status within three (3) working days of receipt.

C. Copies of the completed disciplinary will be returned to the sending institution.

2. The Associate Warden (AW)/designee at the sending institution or facility is responsible for insuring that the pending case is properly transferred within 30 days from the date of transfer.

APPLICABILITY

1. This regulation requires an operational procedure for the Department and all institutions/facilities.

2. The regulation requires an annual audit.

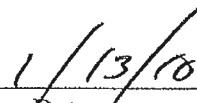
REFERENCES

ACA Standards, 4th Edition, and 2008 Supplement

4-4229	4-4246	4-4231	4-4244	4-4228	4-4353	4-4230	4-4234
4-4239	4-4236	4-4237	4-4245	4-4238	4-4242	4-4240	4-4248
4-4243	4-4235	4-4233	4-4226	4-4227	4-4281	4-4477	4-4281



Howard Skolnik, Director



Date

**NEVADA DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE REGULATION**

705

INMATE GROOMING AND PERSONAL HYGIENE

Supersedes: AR 705 (Temporary, 06/21/10)
Effective Date: 08/13/10

AUTHORITY: NRS 209.131

RESPONSIBILITY

Each inmate is responsible to maintain sanitary conditions, including personal hygiene and cleanliness of living and work areas.

The Department is responsible to provide necessary resources so that all inmates can maintain appropriate personal hygiene, appearance, and cleanliness of their living and work areas.

705.01 INMATE HAIR STYLES

1. Inmates shall be permitted freedom in personal grooming as long as their appearance does not conflict with the institution's requirements for safety, security, identification and hygiene.
 - A. Male inmates may have sideburns, beards, and moustaches, provided they are kept clean and neat, subject to provisions in this regulation.
 - B. Beards, sideburns and moustaches may be required to be removed for security reasons.
2. Each Warden/Facility Manager will provide adequate space and equipment and offer inmate barbering and hair grooming services.
 - A. Equipment will be inventoried and secured when not in use.
 - B. Equipment will be maintained under proper sanitary conditions.
 - C. Hair cutting area shall permit close observation by staff.
 - D. Inmates in segregation housing will receive barbering and hair care service.

3. During the intake process inmates may be required, for health and/or security reasons, to submit to a haircut and/or shave. If the inmate declines to have a haircut or shave as required, staff should use the appropriate method, including reasonable force, to ensure that the inmate complies.

4. Head or facial hair is subject to the following prohibitions and limitations:

A. Inmates may not possess or wear artificial hairpieces.

B. Where health standards indicate, inmates working in food preparation or food serving areas will wear hairnets or other appropriate head coverings required by the work supervisor.

C. Inmates on assignments where protective headgear (safety helmets) is required must cut and trim their hair to a sufficient length to permit the hair to be tucked under the protective headgear.

D. Inmates who work around machinery, which is likely to cause injury if long hair is worn, must wear hairnets or other head coverings required by the work supervisor.

E. Additional restrictions may be placed on the length of hair or facial hair when qualified medical, safety, and/or custody personnel recommend the restriction.

F. Inmates will not be granted minimum custody unless they meet grooming standards for their assignments.

(1) Inmates who refuse to comply will be excluded from these assignments.

G. Inmates who significantly alter or change their appearance will be subject to the procedures as outlined in the Department's Administrative Regulation 701.

705.02 INMATE BATHING/HYGIENE SUPPLIES

1. Inmates are required to keep themselves clean.

A. Each Warden/Facility Manager will establish institutional procedures to have the necessary water and toilet articles available to maintain health and cleanliness standards.

B. State issued hygiene supplies will be provided and scheduled by the institution. Items include:

(1) Toilet paper should be issued on inmate supply issue days in exchange for the empty roll.

- (2) Toothpaste should be issued on inmate supply issue days in exchange for the empty tube.
- (3) Razors may be issued on inmate supply issue days or as security dictates.
- (4) Toothbrushes should be issued on inmate supply issue days in exchange for a used brush.
- (5) Bar soap should be issued on inmate supply issue days or as needed.
- (6) Special hygiene needs of female inmates should be issued on an as needed basis.
- (7) The frequency of such issuances may be limited in the event an inmate's use of such items is unnecessarily wasteful.

2. Inmates will be provided with adequate time and facilities to shower or bathe at least three (3) times per week. Inmates assigned to food services, etc. should be encouraged to maintain proper personal hygiene.

3. If Custody Staff notices that an Inmate has not showered for an extended period of time or that the inmate has an offensive body odor, Custody Staff will report this to Supervisors. Supervisors will consult with Medical/Mental Health Staff to determine if the inmate should be subjected to forced showers.

4. Personal hygiene needs will not be denied as a form of punishment, indifference, or disciplinary reasons, however, may be denied temporarily for safety or security reasons.

5. Upon admission into the Department or received at another institution/facility, staff will:

- A. Issue each inmate soap, toothpaste, and toilet paper.
- B. Upon request, shaving equipment should be made available.
- C. Special hygiene needs of females will be met.

705.03 INMATE ATTIRE

1. Inmates may be permitted to wear personal clothing, provided the clothing does not present a security risk, is not prohibited by the institution/facility, and complies with the Department's Administrative Regulation 711.

2. Where personal clothing is not allowed or is severely limited due to reasons of security, inmates should be issued sufficient clothing suitable for climatic conditions.

3. All clothes worn by the inmates will be appropriate size, i.e. no baggie pants, etc.

705.04 SANITATION RESPONSIBILITIES OF INMATES

1. All inmates will:

- A. Be responsible for the cleanliness of their working and living area.
- B. Be responsible for the proper use and care of any cleaning equipment or materials issued to them by the person in charge of the area.
- C. Exchange soiled linen, bedding and clothing as provided for in the rules of the institution/facility in order to keep their person in a sanitary condition.
- D. Avail themselves to all shaving, hand washing, and barber facilities as provided.
- E. Brush and or clean their teeth and dentures regularly as required in order to protect and properly care for their teeth and practice appropriate sanitation of their mouth.
- F. Report to the medical staff of the Department any illness or disease contracted, or has reason to believe has contracted, and any injury requiring treatment or becoming infected.
- G. Obey all direct orders of any staff member pertaining to action they are directed in order to conduct themselves and maintain themselves and assigned living or work area (or any other area in which the inmate may be present) in a sanitary manner.

705.05 INMATE HOUSING

1. Inmates will have access to the following:

- A. Toilets and hand-washing facilities 24-hours per day and are able to use toilet facilities without staff assistance when they are confined to their cells/sleeping areas.
- B. Wash Basins with hot and cold running water.
- C. Operable showers with temperature-controlled hot and cold running water

APPLICABILITY

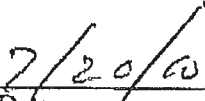
- 1. This AR requires an Operational Procedure.
- 2. This AR requires an audit

REFERENCES

ACA Standards 4-4137 through 4-4139; 4-4283; and 4-4341 through 4-4343



Howard Skolnik, Director



Date