



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 16, 2021

Staff Contact: Jennifer Budge

Agenda Title: For Possible Action: Discussion and possible action regarding Interlocal Contract #NDOC21029 between Carson City, on behalf of the Parks, Recreation and Open Space Department ("Department") and the State of Nevada, on behalf of the Department of Corrections ("NDOC"), to provide inmate services for park maintenance through June 30, 2025 at the beginning rate of \$1 per hour, with incremental increases in the hourly rate up to a maximum rate of \$2.50 per hour based on continuous employment, for a total not to exceed amount of \$188,000. (Jennifer Budge, jbudget@carson.org)

Staff Summary: This Interlocal Contract authorizes Carson City to utilize inmate services year-round to support park maintenance throughout Carson City's parks system. The proposed contract is for a term beginning upon approval through June 30, 2025 and includes provisions for earlier termination if desired by the City. The Department will pay inmate workers \$1.00 per hour to start with incremental increases up to a maximum of \$2.50 per hour based on continuous employment. The use of inmate services provides an effective, low-cost alternative to augment Carson City's parks maintenance labor force within the Department.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Quality of Life

Previous Action

January 19, 2017: The Board of Supervisors ("Board") approved 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.

August 12, 2012: The Board 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 operates and maintains over 8,000-acres of parks, trails and open space. For fiscal responsibility, it is essential that the City diversify its park operations strategy through a combination of full time/seasonal staff, cooperative partnerships, third party contracts, volunteers, and inmate workers 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 NDOC for this purpose. Inmates assist in a variety of duties including park and cemetery landscape maintenance, trash removal, cleaning restrooms, community beautification projects, equipment mechanics, and other duties as required. The proposed agreement outlines the scope of work and terms specific to parks, which include provisions for:

- Training of parks staff by NDOC
- Inmate pay starting at \$1.00/hour per inmate with incremental increases up to \$2.50/hour per inmate based on continuous employment
- Emergency use of inmates
- Annual background checks (new requirement, funded and managed by NDOC)
- Termination of agreement if desired by the City

The Department has not utilized inmate services since early 2020 due to COVID-19; which was a loss of approximately 20 Full Time Equivalent (FTE) staff. NDOC is currently releasing inmates for community work programs, if they are fully vaccinated, to ensure the safety of the City's workforce. While a full allocation of inmates is not yet available, it is anticipated that the City could start receiving as many as 10 inmates, 5 days/week upon approval of the contract.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Quality of Life Park Maintenance - Inmate Pay Account 2545012-500525 and Quality of Life Open Space - Inmate Pay Account 2545047-500525.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Per the proposed agreement, inmate pay will be \$1.00 per hour to start, with an increase of \$0.25 per hour after three months and an additional \$0.25 per hour for every six months of continuous employment thereafter, to a maximum hourly rate of \$2.50, for a maximum of 8 hours per day, 7 days per week. Prior to COVID-19, the hourly rate was \$1.50; therefore, this is an increase by \$1.00 per hour per inmate.

The Department utilizes inmate services year round with a range of 10-20 inmates depending on the season/demand. There is currently \$30,000 budgeted for this service in FY22 out of 254 Quality of Life Park Maintenance and \$2,000 in 254 Quality of Life Open Space. It is estimated that an additional \$15,000 will be required to fund the increase in inmate pay. If approved, staff will transfer budget authority from undesignated amounts available, in Quality of Life - Park Maintenance 2545012 of \$37,334 and Quality of Life - Open Space 2545047 of \$96,415 to fund the contract increase for FY 2022 and future years the contract increase will be added to the budget.

Alternatives

Do not approve the agreement and provide alternative direction to staff.

Attachments:

[Interlocal_Contract__NDOC21029.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Nevada Department of Corrections
Address:	5500 Snyder Avenue, Building 17
City, State, Zip Code:	Carson City, NV 89701
Contact:	Alicia Roman, Contracts Manager
Phone:	775-977-5673
Fax:	775-977-5683
Email:	aroman@doc.nv.gov

Public Entity #2:	Carson City Parks, Recreation and Open Space Department
Address:	3303 Butti Way, Building #9
City, State, Zip Code:	Carson City, NV 89701
Contact:	Jennifer Budge, Parks & Recreation Director
Phone:	775-283-7345
Fax:	N/A
Email:	jbudge@carson.org

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:

- REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, ‘Contract’ means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	Upon Approval	To:	06/30/25
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, 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 communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	NDOC SECURITY REGULATIONS ACKNOWLEDGEMENT
ATTACHMENT C:	PREA CONTRACTOR QUESTIONNAIRE FORM
ATTACHMENT D:	PREA ZERO TOLERANCE POLICY
ATTACHMENT E:	CONSENT FOR RELEASE OF CRIMINAL HISTORY RECORDS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$0.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the 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 document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal 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 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 a minimum 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. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
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, acts of public enemy, acts of terrorism, 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 constructed 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 non-enforceability 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 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. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **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 *Section 6, Incorporated Documents*.
23. **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 exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

**SCOPE OF WORK BETWEEN NEVADA DEPARTMENT OF CORRECTIONS (NDOC)
AND
CARSON CITY PARKS, RECREATION AND OPEN SPACE DEPARTMENT
(CCPROS)**

1. Custody

CCPROS will:

- Assume temporary custody for inmates from NDOC for the purpose of work projects.
- Provide CCPROS staff and training.
- Keep account of inmates at all times, and maintain constant visual contact & supervision. Sight and sound supervision.
- Document any inmates assigned to the work crew between NDOC and CCPROS on a daily basis.
- Immediately notify the NDOC Supervisor at Stewart Conservation Camp (SCC) of any changes to the daily work roster.

NDOC will:

- Maintain primary custody of inmates in the SCC.
- Document any transfers of custody between SCC and the CCPROS.
- NDOC will provide training to CCPROS on an annual basis to ensure all safety protocols, procedures and guidelines are being met.

2. Assigning Inmates

CCPROS and NDOC will work cooperatively to properly classify and assign medically cleared inmates to the work crews.

3. Inmate Discipline

CCPROS will:

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

NDOC will:

- File NOCs based on the CCPROS's written statements should the Code of Penal Discipline warrant.
- Remove from the camp program any inmates that violate the maximum number of disciplinary points to be camp eligible.

4. Transportation

CCPROS will:

- Supply qualified operators to operate the vehicles to which they are assigned.
- Provide inmate transportation to and from the CCPROS worksite, if one or more inmate workers are requested.

NDOC will:

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

5. Inmate Pay

- A. The CCPROS will pay inmates \$1.00 per hour to start, with an increase of \$0.25 per hour after three months and an additional \$0.25 per hour for every six months of continuous employment thereafter, to a maximum hourly rate of \$2.50, for a maximum of 8 hours per day, 7 days per week. These limits will be subject to amendment upon mutual written agreement of both parties.
- B. Inmate payroll data should be provided by CCPROS to the NDOC Inmate Services Banking Section (ISBS) no later than 5 business days after the end of the payroll period. The payroll is to be submitted to the proxy email inmatepayroll@doc.nv.gov in the format indicated by ISBS. Training to CCPROS will be provided by ISBS.

6. Outside Agency Inmate Payroll Processing Requirements

Nevada Department of Corrections (NDOC) Inmate Services Banking Section processes inmate payroll information for non-NDOC state agencies, counties and cities as applicable. In order to process the payrolls in the inmate banking system, agencies must submit the following information in a CSV Excel format with each field in a separate cell:

- Column A: Offender's inmate number: The number is a seven digit number (e.g. inmate number 11111 is reported as 0011111).
- Column B: Offender's last name (e.g. Smith)
- Column C: Offender's first name (e.g. Fred)
- Column D: Payroll department number
 - OA (NDOC (non-PI) payroll)
- Column E: Type of work (e.g. NV Carson City Parks)
- Column F: Work assignment (e.g. Attachment A: inmate's institution)
- Column G: Pay under Minimum Wage? This will impact pay deductions.
 - 1 = Yes
 - 2 = No
- Column H: Gross payroll amount

The Excel file will need to be saved in the following format: Institution, Type of Work, Pay Month (e.g. SCC CCPD 11-2019) and forwarded to the NDOC email proxy inmatepayroll@doc.nv.gov.

Payroll is processed monthly and must be submitted to the Inmate Services Banking Section within five business days of the of the pay period. Pay periods are from the 1st of the month, through the last day of the month.

Inmates will not be paid prior to the end of the pay period. Payroll data should be submitted after the last day of the pay period. Post-dated payroll data will not be accepted.

All payroll records are to be retained for three calendar years from fiscal year of payment (e.g. paid in 2019 = Retention period until 2022) and are subject to NDOC audit. Retention periods may be longer in the event federal funding is used for payment.

NDOC is not responsible for funding outside agency inmate payroll. Funds from the outside agency must clear the State Controller's accounting system or in the case of non-State agencies, the warrant must clear the bank prior to the Inmate Services Banking Section processing the payroll in the banking system.

7. Training

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

8. Meals

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

9. Medical

CCPROS 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 CCPROS.
- Provide for initial medical treatment of inmates who become injured while working for the CCPROS including first aid or arranging transportation to a medical clinic, emergency room, or hospital, as appropriate.

NDOC will:

- Maintain Workers Compensation coverage for all inmates whom CCPROS assumes temporary custody.
- Assume custody of inmates who become injured or ill while working for the CCPROS and will provide any follow-up care that is within their capability.
- Coordinate any follow-up care that is necessary by outside providers with the Workers' Compensation carrier.

10. Clothing and Grooming

CCPROS and NDOC will work cooperatively to enforce the Inmate Dress and Grooming Code for inmates assigned to the CCPROS.

CCPROS will:

Supply inmates working for the CCPROS with equipment and protective clothing including, but is not limited to: hardhats, gloves, chainsaw, chaps, goggles, or other eye protection, ear protection, yellow raincoats, and rubber over boots.

NDOC will:

Provide general clothing for inmates assigned to SCC 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.

11. History Record Check / Security Regulations

- A. Pursuant to NDOC Administrative Regulation 212, contractors/vendors are required to complete a mandatory background check annually.
- B. At least ten (10) working days prior to beginning work, each employee and/or subcontractor of the contractor who will be working under this contract and entering prison grounds are required to submit a completed:
 - a. NDOC Security Regulations Acknowledgement form (DOC 047) (Attachment B),
 - b. Prison Rape Elimination Act (PREA) Contractor and Volunteer Questionnaire Form (DOC 1952) (Attachment C),
 - c. Agency PREA Zero Tolerance Policy (DOC 1953) (Attachment D), and
 - d. Consent for Release of Criminal History Records form (DOC 560) (Attachment E) for the purpose of background clearance approval.

C. FORMS MUST BE SENT TO:

Nevada Department of Corrections
ATTN: Contractor/Vendor Background Checks
P.O. Box 7011, Carson City, NV 89702
5500 Snyder Avenue, Building 17, Carson City, NV 89701
Email: vendors@doc.nv.gov

E-mailed forms will be accepted.

- D. Personnel convicted of a felony will not be permitted to enter a correctional facility or institution.

- E. If a PREA allegation of sexual abuse or sexual harassment is filed by an inmate against a contracted employee, contractor or vendor, including their employees and subcontractors, the NDOC, Office of the Inspector General will contact the contractor, or the immediate supervisor of the contracted individual, regarding the allegation.

Based on the severity of the allegation, NDOC will have the authority to deny access of any contract employee, contractor or vendor, including their employees and subcontractors, from entering any correctional facility or institution.

Nevada Department of Corrections (NDOC) Security Regulations Acknowledgement

Printed Name of the Employing Company

Printed Employee Name

All outside contractors/subcontractors should understand that they are coming into a correctional facility (or institution) to work. As such, safety and security are our primary responsibility. It is the responsibility of each contractor/subcontractor to adhere to the facility's security regulations. These regulations are not all inclusive. Good judgment and communication should be used at all times. Violations of these regulations may result in immediate removal from the premises or possible prosecution under applicable State laws NRS 209.417, 212.100, 212.140, 212.150, 212.160, 212.165, 212.170 & 212.187.

Please read and initial every item and sign at bottom to indicate you understand and will follow these regulations. This form is required before a background check will be processed.

General Rules

- _____ 1. Background checks will be completed prior to access to any NDOC facility property. Access will not be granted until a background check is passed. Applicants are approved under the company name on the application only.
- A. Background checks will be renewed each year to ensure both the NDOC and contractor have the most up-to-date information. Contractors will disclose on the background application if they know an incarcerated individual.
- B. Ex-felons will not be allowed entry to prison grounds without the express written approval of the Director of the Department of Corrections or the Warden of the institution.
- _____ 2. Any contractor who finds he/she knows an inmate incarcerated at the institution he/she is working at must report it immediately to the facility and Northern Administration (where the background checks are done) so it can be documented.
- A. Access to the institution, if an inmate is known, will be Approved/Denied by the Warden.
- _____ 3. Contractors will not communicate (talk) or fraternize with inmates unless required.
- _____ 4. Items that are prohibited (forbidden/illegal) from a State Correctional property which includes inside AND outside of the fence include, but are not limited to:
- A. All Tobacco Products;
- B. All Narcotics, Drugs, Alcohol, Firearms, Explosives or other Weapons;
- C. Cameras are not allowed without prior written permission from the Warden of the institution;
- D. Metal or Glass Objects (e.g., Eating Utensils, Bottles, etc.); and
- E. Do not bring valuables onto institutional property. These items must be locked in your vehicle outside.
- _____ 5. Telecommunications devices including, but not limited to Cell Phones and Laptop Computers will only be allowed upon prior written approval from the NDOC Director. Approvals from the Warden or Associate Warden(s) are on a per visit basis only.
- A. NDOC forms DOC 003 and DOC 006 must be filled out, signed, and approved prior to bringing any telecommunications or computer items in to any correctional facility.
- _____ 6. Non-essential keys should not be brought into the institution (e.g., multiple key rings.)

(NDOC Security Regulations Continued)

_____ 7. Any unauthorized items will be secured in the contractor vehicle at all times.

Vehicles

_____ 1. All contractor vehicles entering and leaving the institution are subject to search.

_____ 2. Vehicles may be searched while on the facility's grounds as well.

_____ 3. All contractor vehicles will be parked in employee parking lot (in front of the gatehouse)

_____ 4. All vehicles will remain locked when unattended.

_____ 5. Keys will remain with owner/operator of the vehicle.

_____ 6. If the facility allows you to use your vehicle to transport tools or materials, your vehicle will be searched before and after delivery and immediately returned to the employee parking lot after such delivery.

_____ 7. Do not exceed posted speed limits around perimeter or on facility property.

_____ 8. Vehicle traffic must be kept to a minimum. Please carpool whenever possible.

Access To and From Facility Property

_____ 1. **ALL Blue clothing is strictly prohibited (e.g., Blue Jeans, Blue Shirts, Blue Shorts). Orange Jumpsuits are also prohibited.**

_____ 2. All contractors will:

A. Sign in and out at the Gatehouse

B. Show and surrender his/her picture identification (Driver's License or ID Card) to the Gatehouse Officer. This item will be returned upon departure.

C. Submit personal items for inspection (e.g., Tool Bags, Lunch Boxes, etc.). A written inventory of tools is required.

_____ 3. Contractors will be under escort at all times.

Tool Control

_____ 1. Contractors/Subcontractors are responsible for all tools, equipment and materials brought onto facility property.

_____ 2. All loose tools and equipment **MUST** be secured within a locked vehicle or assigned storage area.

A. All hand tools **MUST** be stored outside the security area overnight.

_____ 3. Construction materials and equipment may be stored at the facility site in a designated secure area only.

A. The NDOC Facility Supervisor will advise contractors/subcontractors of the designated area(s).

B. Construction huts/Buildings outside the perimeter **MUST** be a minimum of 100 feet away from fence.

C. Equipment on the inside of the perimeter fence **MUST** be a minimum of 50 feet away from fence.

D. Placement of "Job Boxes" will be determined by the NDOC Facility Supervisor.

_____ 4. All Power Tools will be inventoried in and out each day.

(NDOC Security Regulations Continued)

- _____ 5. Contractors/Subcontractors are responsible for ensuring all storage areas are secured prior to departing from the facility.
- _____ 6. Items that are lost or turn up missing will be reported immediately to the Associate Warden(s) of Operations (AWO) or shift command.
- _____ 7. Contractors should maintain a clean and orderly workplace at all times and remove all refuse daily.
- _____ 8. Work schedules will be established and NDOC (Warden at institution or Camp Lt.) must be notified 48 hours in advance of any change.

In signing this form, I have read and understand the security rules and regulations that have been brought to my attention. I understand that should I break any of these rules I may be escorted off prison property, banned from prison property or prosecuted under NRS 209.417, 212.100, 212.140, 212.150, 212.160, 212.165, 212.170, & NRS 212.187.

Vendor (Employee) Signature Date

Printed Vendor (Employee) Name

Company Phone Number

Company Fax Number

This form must be accompanied by Contractor Background Clearance Application (DOC 560) and PREA Contractor and Volunteer Questionnaire Form (DOC 052) and mailed to:

NDOC Northern Administration
Contractor/Vendors
P.O. Box 7011
Carson City, NV 89702



State of Nevada Department of Corrections
Contractor and Volunteer PREA Questionnaire Form

The Nevada Department of Corrections (NDOC), in compliance with the Department of Justice, National Standards to Prevent, Detect, and Respond to Prison Rape 42 U.S.C. § 15601, *et seq.* and 28 C.F.R., §115.17 (a) shall not enlist the services of any contractor or volunteer who may have contact with inmates. Agency policy requires all contractors and volunteers to complete this questionnaire.

Providing false or misleading statements, including material omissions regarding such misconduct shall be grounds for termination of entry into all NDOC facilities, and volunteer or contractor status will be rescinded.

1. Have you engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, or have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse, or have you been civilly or administratively adjudicated to have engaged in the activity described in any part of this question?

YES

NO

2. Have you been adjudicated as having engaged in any type of inmate Sexual Harassment, which includes as a staff member, volunteer, contractor, or as any type of service provider coming in contact with an inmate in the facilities mentioned in question 1? Sexual Harassment includes but is not limited to:

- Repeated verbal comments of a sexual nature to an inmate; or
- Demeaning references to gender; or
- Derogatory comments about body or clothing; or
- Repeated profane or obscene language or gestures

YES

NO

Signature

Date

Print Name



Nevada Department of Corrections Prison Rape Elimination Act Zero Tolerance Policy and Reporting

The Nevada Department of Corrections, in compliance with the Department of Justice, National Standards to Prevent, Detect, and Respond to Prison Rape 42 U.S.C. § 15601, *et seq.* and 28 C.F.R., §115.32 requires volunteers and contractors be advised of the agency Zero Tolerance Policy and how to report violations of this policy.

The Department of Corrections has a Zero Tolerance policy for any form of sexual misconduct to include staff/contractor/or volunteer on inmate or inmate on inmate sexual harassment, sexual assault, sexual abusive contact, and consensual sex. Any staff member/contractor/volunteer who engages in fails to report, or knowingly condones sexual harassment or sexual contact with or between inmates shall be subject to disciplinary action and may be subject to criminal prosecution. The Department shall take a proactive approach regarding the prevention, detection, response, and punishment of any type of sexual contact.

If you hear of, observe, or receive a report of any of the above actions by staff towards inmates or inmates towards another inmate, you can report the information to any NDOC employee or using the options listed below.

Nevada Department of Corrections PREA Hotline: 775-887-3152

Email: prea@doc.nv.gov

Mail: Nevada Department of Corrections, Office of the Inspector General, P.O. Box 7011, Carson City, NV 89702

Agency website: www.doc.nv.gov - PREA Management Division, PREA incident report form

I acknowledge that I have read and understand that NDOC has a “Zero Tolerance” policy. I was provided the opportunity to ask questions and failure to abide by NDOC policy could result in removal as a volunteer or contractor and possible criminal charges.

Signature: _____

Date: _____

Print Name: _____

Mail Applications To:
NDOC Contracts
P.O. Box 7011
Carson City, NV 89702

Nevada Department of Corrections

Attn: Contracts

Contractor Background Check Application

Please PRINT all information

Phone (775) 977-5592
Attachment E
Fax (775) 977-5683

1. NAMES/ADDRESSES/PROJECT

Applicant Name _____
Last First MI

Please complete this questionnaire in its **ENTIRETY** and mail it back to the address listed above. **BE ADVISED: ANY OMISSION OR FALSE STATEMENT IS SUFFICIENT REASON FOR DENIAL.**

List any other names (alias) you are known by. Include your maiden name and any nicknames, if applicable)
(Failure to include all names will result in denial)

Current Physical Address _____
Full Street City State Zip

Current Mailing Address _____
Full Street City State Zip

Previous Address _____
Full Street City State Zip

Home Phone Number ()

List any other states you have lived in: _____

Occupation or Business _____ Employer _____

Business Phone () Contact Name: _____

Have you worked/volunteered in a correctional setting? Yes No If Yes, When/Where? _____

Will your project/duties involve direct inmate contact? Yes No If Yes, in what capacity?

Indicate which institutions you will work at: _____

2. IDENTIFIERS

Drivers License or ID number _____ State _____

Date of Birth _____ Place of Birth _____ Age _____

SSN _____ Gender: Male Female

Race _____ Marital Status: Married Single

Height _____ Weight _____ Hair Color _____ Eye Color _____

Scars Marks or Tattoos _____

For NDOC Use Only

Application Review

Approved Denied

Signature of Authorized Personnel Date

Please complete the 2nd page

3. Criminal History: ALL arrests must be listed, whether there was a conviction or not. You must also list arrests in other states and countries. Do not exclude anything; any omission of an arrest is grounds for an automatic denial.

Have you **EVER** been arrested? Yes or No

Have you **EVER** been convicted of a Felony? Yes or No

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Are you currently on Probation? Yes or No If yes, in what state? _____

0. Do you or have you ever visited or corresponded with an inmate incarcerated in a Nevada Department of Corrections Facility? Yes or No

If yes, complete the following section and attach additional sheets if necessary.

Name and Back Number	Relationship	Indicate whether you visit or write this inmate
_____	_____	_____
_____	_____	_____

5. Authorization

Chapter 179A of the Nevada Revised Statutes permits an Agency of the Criminal Justice to obtain records of criminal history regarding a prospective employee. Consent is not required in order to obtain information reflecting only convictions. Consent is required in order to obtain a complete record of criminal history.

The applicant's signature on this consent form will permit the Department of Corrections to obtain complete information regarding arrests, detention, indictments, information or other formal criminal charges and disposition of charges, including dismissals, acquittals, convictions, sentences, correctional supervision and release.

This information will be used only for purposes of determining employability. Chapter 179A of NRS prohibits an employer from dissemination of this information.

Applicants Signature _____ Date _____

Agency Authorization for Records Check _____

_____ Date



Nevada Department Of Corrections

Administrative Regulation Control Sheet

AR Number:	AR 705
AR Title:	Inmate Grooming and Personal Hygiene

AR Revision History

Revision Details	Effective Date
This AR was reviewed by the Subject Matter Expert and it was determined that no changes are required as of this date.	10/20/14
No Additional revisions beyond this line.	---



 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

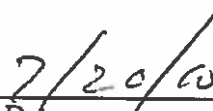
1. This AR requires an Operational Procedure.
2. This AR requires an audit

REFERENCES

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



Howard Skolnik, Director



Date