

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY TO REAL PROPERTY
AND
FORESTRY WORK PROJECT AGREEMENT
FOR COOPERATORS

Project # _____

This Agreement is entered into this _____ day of _____, 20____, by and between the Nevada Division of Forestry, NDF and _____ hereinafter referred to as Cooperator.

RECITALS:

WHEREAS the Nevada Division of Forestry, desires to perform conservation work on private property; and:

WHEREAS Cooperator acknowledges the benefit to his property based on the proposed work plan; and:

WHEREAS this work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF requires permission of the Cooperator to enter private property to perform such work:

NOW THEREFORE Cooperator hereby grants permission for NDF personnel and/or conservation camp crews to enter the property in consideration for NDF's promise to perform the work described in the attached Project Plan and Agreement, Cooperator, and NDF agree to the following terms and conditions:

TERMS OF GRANT OF RIGHT OF ENTRY:

1. Cooperator agrees that his/her signature herein signifies consent and agreement to enter his/her property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the subject property.
2. NDF personnel and/or conservation camp crews will perform the work in a timely and efficient manner according to the project work plan and will leave the property in an orderly condition upon completion of the project work.
3. The work will be performed at a time agreed upon between NDF and Cooperator.
4. Permission to access private property by NDF personnel and/or conservation camp crews will at all times reside with the Cooperator, which may be revoked at anytime.
5. This Agreement and permission to enter onto the subject private property is intended to be a binding agreement between the parties.

6. This Agreement does not obligate the Cooperator to pay any costs associated with work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
7. To the fullest extent permitted by law Cooperator shall indemnify, hold harmless and defend, not excluding NDF's right to participate, the NDF from and against all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Cooperator, its officers, employees and agents.

TERMS OF FINANCIAL AGREEMENT:

Cooperator agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to Cooperator. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. If suit is initiated by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee plus costs of suit.

TERM:

This Agreement shall terminate upon the completion of the project described herein or by _____, 20____, whichever is earlier. The term of this Agreement may be extended by NDF due to lack of manpower as a result of the Department of Corrections' actions in supplying the conservation camps with suitable inmates, or due to other priorities or emergencies as determined by NDF. Either party may terminate this Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warranties or guarantees the project work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this work agreement in a timely manner. Cooperator expressly agrees that no cause of action shall accrue for failure of NDF to complete the job.

The Nevada Department of Corrections (NDOC), as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of cooperator and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review each proposed work project to identify potential security concerns, and may modify or otherwise attach additional conditions to this Agreement in accordance with NDOC regulations and policies. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this Agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time work is anticipated to commence at the project.

Cooperator's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this Agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

NEVADA DIVISION OF FORESTRY

COOPERATOR

NDF Representative and/ or

Printed Name / Title

Date

Signature

Camp Supervisor

Address

Date

City, State, Zip Code

Area Supervisor

Phone Number

Date

Tax ID and/or E-mail address

Cooperator acknowledges receipt of a copy of this Agreement. _____

(initials)

Approved as to form:

Aaron D. Ford, Attorney General

By:

Bryan L. Stockton, Senior Deputy Attorney General

NEVADA DIVISION OF FORESTRY PROJECT PLAN AND AGREEMENT

Camp: _____

TECHNICAL PLANS REQUIRED:

Date

ATTACHMENT 2

FINANCIAL ESTIMATE

SUPERVISION and LABOR

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL

Supervision and Labor Subtotal: \$ _____

EQUIPMENT

Type	Cost per Day, Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL

Equipment Subtotal: \$ _____

MISCELLANEOUS ITEMS

Description	Cost per Day, Hour, or Mile	Estimated Days, Hours, or Miles	TOTAL

Miscellaneous Subtotal: \$ _____

AS PER TERM AGREEMENT:

ESTIMATED COST (check one): Standard Rate (estimated) _____ \$ _____

Daily Rate _____ or Total/ Flat Rate _____ per day/acre \$ _____

I agree to the financial estimate provided to me _____

Cooperator's Signature & Date

NDF Representative Signature

Date

ATTACHMENT 3

CONDITIONS REGARDING INTERACTIONS BETWEEN COOPERATOR AND WORK CREW INMATES

1. Cooperator agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
2. Cooperator shall not give anything to any inmate, including, but not limited to food, beverages, or any material items such as money, tips or gifts, either directly or indirectly made. NDF Crew Supervisors report any incidents involving cooperators giving inmates food, drinks, money or gifts, to camp managers.
3. Cooperator shall not provide any personal information to any inmate, and shall not exchange letters, pictures, or telephone calls with inmates.
4. Cooperator shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
5. Cooperator shall not provide legal assistance or advice to any inmate.
6. Cooperator shall not barter, trade, lend, or otherwise engage in any personal transaction with any inmate.
7. Cooperator shall not engage in any sort of financial transactions with inmates, including, but not limited to: establishing business relationships, forming partnerships, or loaning money or funds to inmates.
8. Cooperator shall not aid and abet any inmate that is attempting to or has escaped the custody of NDOC or NDF.

Non-Standard Rate Justification Form**Project Type**

Conservation
 Community Service
 Emergency
 Other

Required details:

Rate Type

Reduced Rate

Required justification:(be specific)

Non-Reimbursable

Required justification:(be specific)

When determining the appropriateness of Non-Standard Rate justification, details and explanations are required on this document. Signature approval from a Camp Area Supervisor or Camp Program Manager or designee is required below.

Camp Area Supervisor or Camp
 Program Manager/ Designee

Date