

MEMORANDUM OF AGREEMENT

BETWEEN

U.S. ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
CARLYLE LAKE PROJECT OFFICE
801 LAKE ROAD
CARLYLE, ILLINOIS 62231-9703

AND

FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL INSTITUTION
FEDERAL PRISON CAMP
P.O. BOX 4000
GREENVILLE, ILLINOIS 62246

FOR

THE USE OF FEDERAL CIVILIAN INMATE LABOR
DETAILS ON PROPERTY UNDER CONTROL OF
CARLYLE LAKE PROJECT OFFICE, CARLYLE, ILLINOIS

THIS MEMORANDUM OF AGREEMENT is entered into by, and between, Federal Correctional Institution, Greenville, Illinois, and Carlyle Lake Project Office, Carlyle, Illinois, hereinafter referred to as the Host Agency.

WHEREAS, Title 18 USC 4125(a) provides that the services of United States civilian inmates may be made available to perform work set forth under terms, conditions, and rates mutually agreed upon, for constructing or repairing roads, clearing, maintaining and reforesting public lands, building levees, and constructing or repairing any other public ways or works financed wholly or in major part by funds appropriated by Congress; and

WHEREAS, the Host Agency will have a continuing requirement for labor to include, but not limited to, providing repair and maintenance work such as mowing, painting, carpentry, cutting trees, landscaping, planting, building demolition, general maintenance and repair, trash pickup, custodial work, transporting material to and from recycling centers, and other similar type work on property under Host Agency control; and

WHEREAS, Federal Correctional Institution, Greenville, Illinois, has under its custody and control a varying number of able-bodied, minimum security, community custody status inmates who can be made available for such activities; and

WHEREAS, it is to the mutual advantage of Federal Correctional Institution, Greenville, Illinois, and the Host Agency to have these inmates performing such work;

NOW, THEREFORE IT IS AGREED:

1. Federal Correctional Institution, Greenville, Illinois, shall:

a. Select inmates and inmate labor details in accordance with this Memorandum of Agreement (MOA) for work at the Carlyle Lake Project on public lands and waters used for project operation, recreation, and multiple resource management, to include environmentally sensitive areas, as shown on attachment 1.

b. Provide Host Agency personnel an introduction to and training in Federal Correctional Institution, Greenville, Illinois, policies and procedures in such areas as inmate and inmate labor detail discipline, staff conduct, inmate accountability, Federal Correctional Institution, Greenville, Illinois, safety, and any other training which would further the purposes and terms of this MOA. Provision of such training will be at no cost or fee to the Host Agency.

c. Provide inmates and inmate labor details routine medical care, regular standardized work clothing not resembling known military uniforms, safety shoes, and daily meals. Federal Correctional Institution, Greenville, Illinois, shall enforce inventory and control of equipment, tools, materials, and supplies provided by Federal Correctional Institution, Greenville, Illinois, that are not consumed in the work performed by inmate labor details.

d. Reimburse the Host Agency for the reasonable cost of emergency medical care, including transportation in the event the Host Agency provides inmates any such emergency medical care or transportation.

e. Provide appropriate compensation to inmates in accordance with Federal Correctional Institution, Greenville, Illinois, inmate pay schedules.

f. Provide inmate photo identification cards.

g. The Warden/Administrator of Federal Correctional Institution, Greenville, Illinois, shall be charged with the responsibility and accountability for the control and custody of inmates on labor details. The daily technical oversight of inmate labor details will be the responsibility of the Host Agency. Oversight functions of the Host Agency include: training inmates to perform assigned tasks, performing quality assurance checks, and requiring inmates to sign time cards at intervals established by the Warden/Administrator of Federal Correctional Institution, Greenville, Illinois. If an

Inmate cannot be located to sign a time card, the Host Agency will immediately notify the Federal Correctional Institution, Greenville, Illinois, point of contact staff supervisor.

2. The Host Agency shall:

a. Provide personnel who will instruct inmates and inmate labor details on work safety, work tasks, work materials and supplies, use of work tools and equipment, Host Agency measures for control and accountability of tools and equipment, and quality of work to be performed. Host Agency personnel will not become involved directly with Federal Correctional Institution, Greenville, Illinois, operation of inmate labor details, and in no event will Host Agency personnel act as, nor for, Federal Correctional Institution, Greenville, Illinois, supervisors of inmates or inmate labor details. Host Agency personnel will make visual contact with inmates at least every two hours through the use of inmate photo identification cards furnished by Federal Correctional Institution, Greenville, Illinois.

b. Provide, as needed for tasks and work to be performed, safe and serviceable protective and safety equipment, (except shoes provided by Federal Correctional Institution, Greenville, Illinois), tools, materials and supplies for inmates and inmate labor details. Host Agency shall enforce inventory and control of equipment, tools, materials, and supplies provided by Host Agency that are not consumed in the work performed by inmate labor details.

c. Provide a safe and humane work environment for inmates and inmate labor details. In addition to daily instructions on work tasks, work equipment use, and work safety, Host Agency will provide inmates and inmate labor details a regular Host Agency safety briefing at least weekly. Weekly safety briefings will be documented on a form provided by Federal Correctional Institution, Greenville, Illinois.

d. Complete daily, and submit to Federal Correctional Institution, Greenville, Illinois, personnel not less than monthly, Federal Correctional Institution, Greenville, Illinois, required inmate and inmate labor reports and time sheets.

e. Prepare an annual report of inmate labor detail project accomplishments and furnish a copy to Federal Correctional Institution, Greenville, Illinois.

f. Ensure that Host Agency personnel involved with Federal Correctional Institution, Greenville, Illinois, inmates and inmate labor details are of good integrity, have no known criminal record, have no known history of drug or alcohol abuse, and have no prior nor present social or other relationship with inmates.

g. Provide first aid and emergency medical care, on a cost reimbursable basis, for inmates and inmate labor details and immediately notify Federal Correctional Institution, Greenville, Illinois, point of contact in the event of inmate injury or illness. In the event of an emergency or serious injury, the Host Agency will provide transportation to the nearest available hospital and the Federal Correctional Institution, Greenville, Illinois, point of contact will be promptly notified. Inmates

becoming ill, but not requiring emergency medical care, while on labor detail will be returned to Federal Correctional Institution, Greenville, Illinois, and the Federal Correctional Institution, Greenville, Illinois, point of contact will be notified of such illness.

h. Take appropriate measures to ensure that the work performed by inmates and inmate labor details will comply with the following:

(1) No federal civilian employees will be displaced by inmates or inmate labor details.

(2) Inmate labor details will not interfere nor conflict with projects/work for which resources have been allocated and funds made available for accomplishment by contract or by the federal civilian workforce.

(3) Inmate labor details will not impair current or future federal contracts for services.

(4) Inmates and inmate labor details will not be used in any manner inconsistent with this agreement or any other law and regulation.

i. Ensure that the use of inmates and inmate labor details does not interfere with the operation and/or mission of activities on Host Agency property.

j. Provide refrigeration for inmates' sack lunches.

3. Selection of Inmates:

a. Inmates selected for participation on inmate labor details will be suitable for work projects to be accomplished on Host Agency work sites, giving due regard to their safe custody, their mental and physical competence, and their suitability for work programs within the Host Agency. Federal Correctional Institution, Greenville, Illinois, Warden/Administrator will make inmate labor detail assignments in coordination with the Host Agency's Carlyle Lake Project Manager.

b. Number of inmates selected will be sufficient in number for Host Agency work projects as determined by the Host Agency's Carlyle Lake Project Manager, in consultation with Federal Correctional Institution, Greenville, Illinois, Warden/Administrator. The number of inmates and inmate labor details may be increased or decreased as determined necessary by the Host Agency's Carlyle Lake Project Manager, who will then advise the Federal Correctional Institution, Greenville, Illinois, Warden/Administrator of his/her determination.

c. Inmates will be medically cleared for labor detail status with no medical or psychological restrictions.

d. Inmates will be satisfactorily participating in or have completed financial obligations under the Inmate Financial Responsibility Program.

e. Inmates will have no detainers or pending charges.

f. Inmates will receive Central Inmate Monitoring (CIM) clearance from Federal Correctional Institution, Greenville, Illinois, if necessary.

g. Inmates will have no prior personal or contractual relationship with the Host Agency or Host Agency personnel.

h. Only inmates classified at the minimum level of Federal Bureau of Prisons security classification, and who have community custody status, will be used in the inmate labor program.

i. Inmates will not be any of the following:

(1) -A person in whom there is significant public interest as determined by the Federal Correctional Institution, Greenville, Illinois, Warden/Administrator, in coordination with the Host Agency Commander.

(2) A person who is or has been a significant management problem in Federal Correctional Institution, Greenville, Illinois, or other corrections facilities.

(3) A principal organized crime figure.

(4) An inmate convicted of a sex offense or whose criminal history includes such conduct.

(5) An inmate convicted of a violent crime or whose criminal history includes such conduct.

(6) An inmate convicted of the sale or intent to distribute illegal drugs who held a leadership position in any drug conspiracy, or been involved with drugs within the last three years while they have been in prison.

(7) An escape risk.

(8) An inmate who poses a threat to the general public.

(9) An inmate convicted of arson.

(10) An inmate declared or found insane or mentally incompetent by a court, administrative proceeding, physician, or under treatment for a mental disease or disorder.

(11) A federal inmate convicted while on active duty, presently serving a sentence for at conviction.

j. Inmates who do not perform to the satisfaction of Host Agency personnel while participating in inmate labor details will be reported to Federal Correctional Institution, Greenville, Illinois, and removed from the inmate labor program at the Host Agency.

4. General Provisions:

a. The Warden/Administrator of Federal Correctional Institution, Greenville, Illinois, is charged with control and custody of inmates and inmate labor details at all times. No Host Agency personnel will be involved with custodial aspects of inmate labor details. In no event shall Host Agency personnel provide custodial supervision over inmates or inmate labor details. Host Agency personnel may check on the quality of work being performed by inmates and inmate labor details, instruct inmates and inmate labor details on various aspects of work tasks, and may complete Federal Correctional Institution, Greenville, Illinois, inmate labor detail reports and time sheets.

b. The Project Manager, Carlyle Lake Project Office, shall direct the removal of any inmate or Federal Correctional Institution, Greenville, Illinois, personnel deemed undesirable or detrimental in any way to the mission, soldiers, family members, visitors or civilian employees of the Host Agency.

c. The civilian inmate labor program is without direct labor cost or expense to the Department of Army, except for nominal costs for equipment, materials, and supplies used to accomplish work during inmate labor details, program administration, and transportation of inmates from the Federal Correctional Institution, Greenville, Illinois to the Carlyle Lake Project work site and return to the Federal Correctional Institution. Any costs incurred by either party in implementing, abiding by, suspending, terminating, changing, or renewing this MOA, with the exception of reimbursement for medical care and medical transportation provided by the Host Agency, are the responsibility of that party.

d. All laws of the United States and rules of Federal Correctional Institution, Greenville, Illinois, relating to, or in any way affecting, the imprisonment, transfer, control, discipline, escape, or release of inmates shall apply to all Federal Correctional Institution, Greenville, Illinois, inmates selected and provided under the terms of this MOA.

e. All inmates and inmate labor details selected and provided under this MOA shall be utilized under 18 USC 4125(a), and are covered for any injury under the provisions of the Inmate Accident Compensation System, 28 CFR 301.

f. Inmates and inmate labor details are in no manner employees of the Host Agency and will not be paid from Host Agency funds, nor receive any type of personal or private gratuity for work accomplished or services rendered.

g. Inmates placed under this program are not federal employees for the purpose of laws administered by the Office of Personnel Management and do not have title to any federal benefits such as insurance, retirement, and leave.

h. Specific projects will be negotiated locally within the limits of the inmate labor program and consistent with 18 USC 4125(a). Necessary approvals for the use of inmate labor on any specific project will be obtained by the Host Agency or Federal Correctional Institution, Greenville, Illinois, as dictated by the rules and regulations governing the respective agency.

i. Should an emergency situation arise, i.e. escape, hostage situation, etc., the Federal Correctional Institution, Greenville, Illinois, will be contacted immediately and the appropriate contingency plans enacted.

j. No Host Agency land and/or facilities will be involved in executing the inmate labor program, excepting designated latrine, work, eating, and vending areas.

k. Inmates may purchase soft drinks, food stuffs, candy bars, etc., from designated vending areas. However, inmates will not be given gifts, food stuff or money in any amount by any military or DOD civilian personnel, contractor, or the general public.

l. Inmates will abide by the rules and regulations prescribed by Carlyle Lake Project Manager unless otherwise directed by a Federal Correctional Institution, Greenville, Illinois, employee as may be necessary to protect the security, good order, and discipline of federal inmates. This includes but is not limited to, the general maintenance of law and order and rules concerning employee on-the-job performance and conduct, and safety rules.

m. Inmates and inmate labor details will not be allowed in any Host Agency sensitive or prohibited areas nor in the following Mission Essential/Vulnerable Areas: Main Dam and Carlyle Lake Radio Building and Tower. Inmates and inmate labor details will be permitted in the Administration Building and Maintenance Complex only for essential reasons and must be accompanied by Army personnel. Inmates and inmate labor details working in areas where classified information, personnel records, medical records, or other confidential or sensitive data is locked or secured will be under constant view by Army personnel. Inmates will not be used in areas where classified information is discussed or is in plain view.

n. Inmates and inmate labor details are prohibited from entering any establishment that serves or stores alcoholic beverages.

o. Inmates and inmate labor details will not enter or work in family housing areas at any time. Inmates will not work in day care centers, youth services/school age services centers, schools, recreation centers/libraries, or similar facilities, except when these facilities are closed to the public or the likelihood of inmate contact with the general military community or family members is remote.

p. Inmates and inmate labor details will not work in areas where firearms and/or ammunition are sold or stored, nor in areas where alcohol products are sold, stored, or served.

q. Inmates and inmate labor details will not work in areas where medical supplies (drugs, syringes, etc.) are stored unless the medical supplies are secured, and the inmates are under constant view by Army personnel.

r. Inmates will not interact with the general public and will not have access to or use phone lines, fax machines, or computers/computer systems.

s. Inmates will not be allowed to operate Host Agency vehicles or equipment unless they possess the necessary valid operator's license(s), have been given proper training in vehicle or equipment operation and safety by Army personnel, and are authorized to operate the vehicle or equipment, in accordance with AR 600-55, by both the Host Agency and Federal Correctional Institution, Greenville, Illinois.

t. Serious incidents, i.e. walkaways, escapes, riots, disturbances, and any criminal action involving inmates will be reported promptly to Headquarters, Department of the Army and Headquarters, U.S. Army Corps of Engineers. One copy of incident reports will be provided to Headquarters, Department of the Army, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), 600 Pentagon 1D676, Washington, DC 20310-0600, and Headquarters, Department of the Army, Office of the Chief of Public Affairs, Public Communications Division (SAPA-PCD). Accidents involving inmates will be investigated and reported in accordance with AR 385-40 as applicable.

u. Any negative media coverage involving inmates participating in the civilian inmate labor program will be reported through command channels to Headquarters, Department of the Army, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), 600 Pentagon 1D676, Washington, DC 20310-0600, DSN 224-3084 or (703) 614-3084, and Headquarters, Department of the Army, Office of the Chief of Public Affairs, Communications Division (SAPA-PCD), DSN 227-7591 or (703) 697-7591. Report media source (newspaper, magazine, radio, television), name of media source (and radio/television channel), date of coverage, synopsis of report, and whether the report had local, regional, or national coverage will be reported. Provide one copy of the article/script, if available.

5. It is Mutually Agreed:

a. The Host Agency shall not be liable for misconduct or unauthorized absence of inmates, but shall report such incidents to the Federal Correctional Institution, Greenville, Illinois, immediately.

b. The Host Agency shall not bear responsibility for payment of expenses of inmates, for which the Federal Correctional Institution, Greenville, Illinois, bears full and exclusive responsibility.

c. The Host Agency shall not be liable for sickness, accidents, or death of inmates or Federal Correctional Institution, Greenville, Illinois, personnel engaged in any activity conducted under this

Agreement and compensable through the Inmate Accident Compensation Program and the Federal Employees Compensation Act, respectively.

d. Nothing in this MOA shall be construed as obligating the Host Agency or Federal Correctional Institution, Greenville, Illinois, to expend, or as involving the Host Agency or Federal Correctional Institution, Greenville, Illinois, in any obligations for the future payment of money in excess of appropriations authorized by law and administratively made available for this work.

e. Any interference with or damage to property under control of the Department of the Army incident to the execution of an inmate labor detail will be thoroughly investigated by designated Army/Federal Bureau of Prisons personnel. If it is determined that the damage or interference resulting in a loss was caused by an inmate or correctional personnel, both the Host Agency Commander and the Federal Correctional Institution, Greenville, Illinois, Warden/Administrator will be briefed on the findings, and the Host Agency Commander may: (1) request the Federal Correctional Institution, Greenville, Illinois, to promptly correct the situation, (2) direct that the inmates, inmate labor detail, and/or corrections facility personnel be removed from the installation, (3) direct that the program with Federal Correctional Institution, Greenville, Illinois, be discontinued, or (4) decide on any combination of these options. This does not include damages, breakage, or breakdowns occurring to equipment or other property due to normal use or poor/unsafe operating condition.

f. Concerning the media:

(1) Any requests for interviews and/or photographs of any inmates and/or inmate labor details received by the Host Agency will be referred to the Federal Correctional Institution, Greenville, Illinois, Warden/Administrator.

(2) At no time will any media representative be allowed to interview any inmate or inmate labor detail without the expressed consent of the Federal Correctional Institution, Greenville, Illinois, Warden/Administrator and the Host Agency Public Affairs Office.

(3) No photograph, film, or video may be taken or made of any inmate or inmate labor detail for any reason by anyone without the expressed consent of the Federal Correctional Institution, Greenville, Illinois, Warden/Administrator and the Host Agency Public Affairs Office.

(4) Press releases regarding the inmates and/or inmate labor details will be with the joint coordination of the Federal Correctional Institution, Greenville, Illinois, Warden/Administrator and the Host Agency Commander or Public Affairs Office. Press releases will only be released to the media by the Federal Correctional Institution, Greenville, Illinois, which has the responsibility to protect the privacy and other rights of inmates. The Host Agency Public Affairs Office will route the contents of such press releases through command channels to Headquarters, Department of the

Army, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-D), 600 Pentagon 1D676, Washington, DC 20310-0600, and to Headquarters, Department of the Army, Office of the Chief of Public Affairs, Communications Division (SAPA-PCD).

(5) The Host Agency Public Affairs Office will coordinate all denial/approval of media requests with the Federal Correctional Institution, Greenville, Illinois and inform the Carlyle Lake Project Office of any denial/approval of media requests to ensure proper coordination of media coverage, or to protect inmate privacy.

(6) The Host Agency Commander and Public Affairs Office will institute public awareness and community training regarding the presence of inmates or inmate work details on the Carlyle Lake Project. The Host Agency Public Affairs Office will develop a public affairs plan which informs the Carlyle Lake Project and surrounding community of the civilian inmate labor program, projects inmates and inmate labor details will perform, and community training regarding the presence of inmates on the Carlyle Lake Project.

6. Effective Date, Suspension and Termination Provision:

a. This MOA becomes effective upon signing by the Host Agency Commander and the Federal Correctional Institution, Greenville, Illinois, Warden after both parties have secured approval to enter into this agreement from their respective approval entities.

b. This MOA may be suspended or terminated by either party at no cost upon 60 days advance written notification of such suspension or termination, or at any time by mutual written consent of the parties, or at any time upon notice to the other party of an operational or emergency need of either party.

7. Review and Change:

a. Required changes to this MOA will be accomplished by written amendments which will be sequentially numbered. Change amendments will be jointly authorized by the Commander, U.S. Army Corps of Engineers, St. Louis District and the Warden, Federal Correctional Institution, Greenville, Illinois. All change amendments will be subject to approval of appropriate officials of the Federal Correctional Institution, Greenville, Illinois, and the Host Agency.

b. Any substantive revisions requiring changes to the Army's Civilian Inmate Labor Program policy will be forwarded through the U.S. Army Corps of Engineers command channels to Headquarters, Department of the Army, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), 600 Pentagon 1D676, Washington, DC 20310-0600, for review and approval. These changes will not become part of the MOA without first obtaining Headquarters, Department of the Army approval and confirmation that these changes have become part of the Army's Civilian Inmate Labor Program policy.

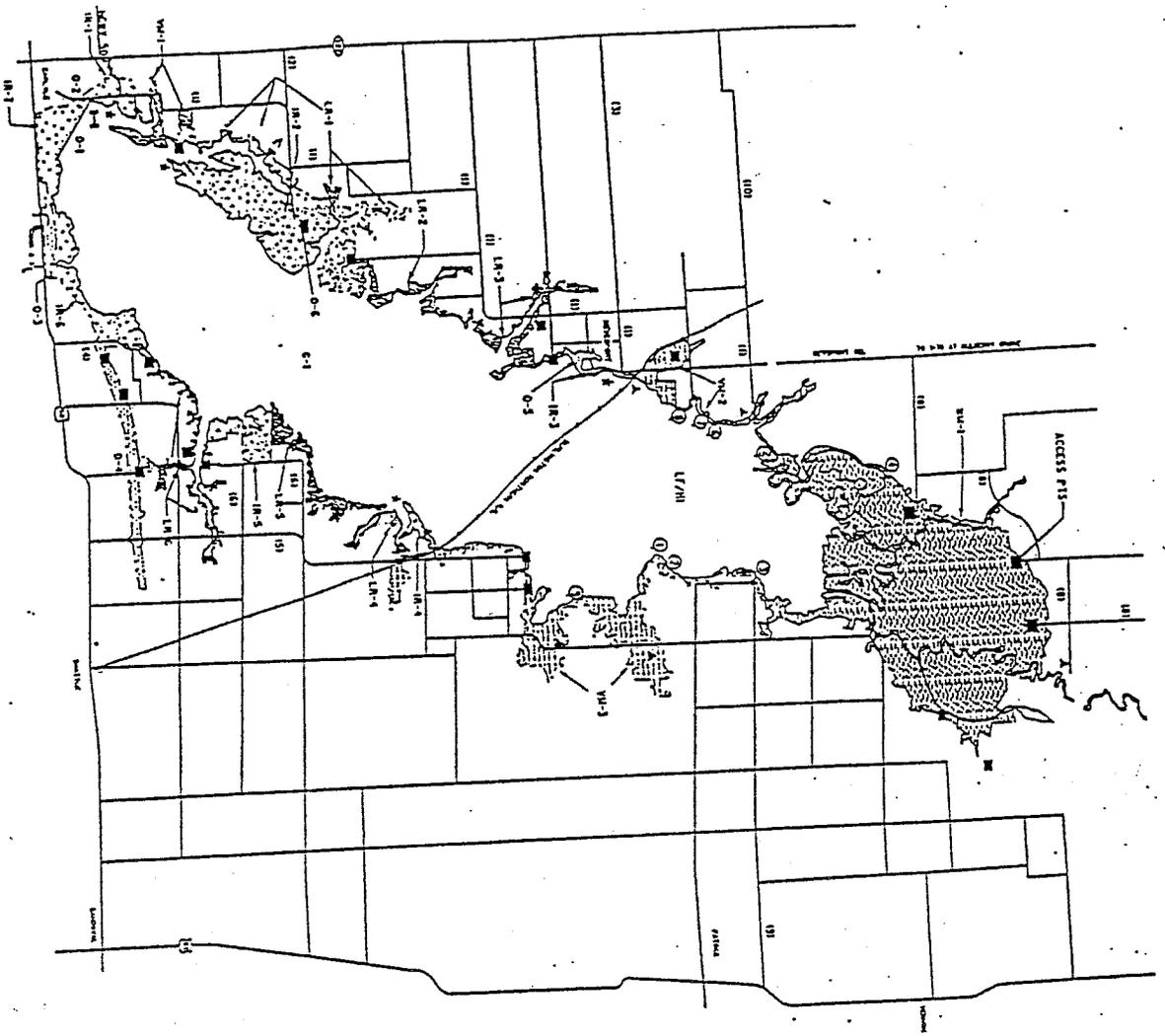
c. This MOA will be reviewed as required to determine if the conditions of the document are all current.


RICHARD SIETER
Warden
Federal Correctional Institution
Greenville, Illinois

Date: Dec 12, 1997


THOMAS J. HODGINS
COL, EN
Commanding Officer
U.S. Army Engineer District,
St. Louis, Missouri

Date: 3 Nov 97



LEGEND

- FEDERAL GOVERNMENT OWNED PROPERTY
- ALL WEATHER ROAD
- ACCESS SITES
- ▲ BOAT ACCESS SITES
- △ PROPOSED BOAT ACCESS SITES
- ◆ WADSWORTH
- ⊖ RECREATION
- ⊕ EROSION LAND ACQUISITION SITES
- ⊙ COUNTY ROADS
- ⊙ CEMETARY
- ⊙ CEMETARY
- ⊙ LIMITED USE WATERS/FISHING/RECREATION

LAND USE CLASSIFICATIONS

- RECREATION
- PROJECT OPERATIONS
- RECREATION
- WILDLIFE MANAGEMENT
- VEGETATIVE MANAGEMENT
- RECREATION - LOW DENSITY
- FUTURE RECREATION
- ENVIRONMENTALLY SENSITIVE AREAS
- ECONOMIC
- CULTURAL
- LAND USE CLASSIFICATIONS ACRES
- PROJECT OPERATIONS
- RECREATION
- MULTI-TYPE RESOURCE MGMT
- RECREATION LOW DENSITY
- WILDLIFE MGMT GENERAL
- VEGETATIVE MGMT
- ENVIRONMENTAL SENSITIVE AREA
- TOTAL LAND ACRES
- TOTAL WATER ACRES

RECREATION	564
PROJECT OPERATIONS	2,970
MULTI-TYPE RESOURCE MGMT	1,676
RECREATION LOW DENSITY	6,650
WILDLIFE MGMT GENERAL	1,000
VEGETATIVE MGMT	94
ENVIRONMENTAL SENSITIVE AREA	12,904
TOTAL LAND ACRES	24,580
TOTAL WATER ACRES	

APPROVED BY	DATE
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DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
CARLYLE LAKE PROJECT OFFICE
Carlyle, Illinois 62231-9703

FEDERAL CIVILIAN INMATE LABOR PLAN

1. Purpose. This plan establishes the guidelines for the Federal Inmate Labor Program at the U. S. Army Corps of Engineers, Carlyle Lake Project Office, Carlyle, Illinois, and prescribes policies, procedures, and responsibilities for using federal civilian inmate labor on Carlyle Lake Project, Carlyle, Illinois.
2. Applicability. The provisions of this plan apply to the Carlyle Lake Project Office, Carlyle, Illinois, civilian inmate labor pool.
3. References.
 - a. AR 210-35, Army Civilian Inmate Labor Program.
 - b. 18 USC 4125(a).
 - c. 28 CFR 301.
4. General.
 - a. Headquarters, Department of the Army, has approved establishing a federal civilian inmate labor program at Carlyle Lake Project Office, Carlyle, Illinois, and has granted the Commander, U. S. Army Corps of Engineers, St. Louis District, the permission to enter into an agreement with Federal Correctional Institution, Greenville, Illinois, to provide civilian inmate labor details for work within the boundaries of Carlyle Lake Project.
 - b. The Carlyle Lake Project Office, Carlyle, Illinois, will provide stewardship for the federal civilian inmate labor program at the Carlyle Lake Project Office, Carlyle, Illinois.
 - c. Civilian inmates and inmate labor details will only perform tasks for which funding is not available and therefore would not normally be performed. Civilian inmate labor will not replace authorized civilian positions, nor impair current or future service contracts. Civilian inmates and inmate labor details will not interfere nor conflict with projects for which resources have been allocated and funds made available for accomplishment by contract or federal civilian labor force.

d. Federal civilian employees will not be displaced by civilian inmates or inmate labor details.

e. Only minimum security community custody inmates will work on Carlyle Lake Project Office. These inmates are those convicted of nonviolent crimes who have been judged by established prison standards to represent no threat to the public at Carlyle Lake Project, Carlyle, Illinois, and who are not considered escape risks.

f. Inmates and inmate labor details will perform work defined by 18 USC 4125(a), i.e., road repair and construction, clearing, maintaining and reforesting public lands, building levees, and constructing or repairing any public ways or works financed wholly or in major part by funds appropriated by Congress. Examples of typical work to be performed are repair and maintenance work projects such as grounds maintenance, painting, carpentry, cutting trees, maintaining flower beds, planting, etc. Civilian inmate labor will not supplant existing in house resources nor contract labor. Specific unfunded work to be accomplished by the inmate labor details include the following:

(1) General labor - clear vegetation, litter pickup, trim trees, remove dead trees, wash equipment and vehicles, and clean trails.

(2) Boundary maintenance - clear vegetation, trim trees, replace signs and posts, and record missing survey signs.

(3) Painting - paint buildings, bulletin boards, and gates.

(4) Grounds maintenance - clean shoreline of debris; clear vegetation from revetment areas along shoreline for erosion prevention; clear pilot ditches; weed, mow, and trim outlying accesses, saddle dams, and pump station containment areas; remove vegetation from roadways; and campsite restoration.

g. Inmate details will work a Monday through Friday work week and will maintain the same holiday schedule as the civilian work force. Work hours will be 0700 to 1530 with 1/2 hour lunch period from 1200 to 1230. Overtime and holiday work will be accomplished on an exception basis and the Carlyle Lake Project Office, Carlyle, Illinois, must submit requests in writing to Federal Correctional Institution, Greenville, Illinois, for approval.

h. The Federal Correctional Institution, Greenville, Illinois, will provide inmates with valid driver's licenses in accordance with Federal, State and Army regulations, as necessary for inmates to operate government equipment on the project.

i. The Federal Correctional Institution, Greenville, Illinois, will provide the Carlyle Lake Project Office an emergency medical plan of facilities to be utilized for inmates in the different areas of the Carlyle Lake Project.

j. Inmates will not be used in any manner inconsistent with this plan or any other law and regulation.

5. Responsibilities.

a. The Carlyle Lake Project Office, Carlyle, Illinois, will:

(1) Have overall responsibility for managing and coordinating actions of the federal civilian inmate labor program and establish priorities for use of all inmate labor on Carlyle Lake Project Office, Carlyle, Illinois, to include determining the number of inmates required for work projects.

(2) Ensure that inmates are used in accordance with guidelines and instructions provided by Federal Correctional Institution, Greenville, Illinois, officials, U.S. Army Corps of Engineers requirements, and job safety.

(3) Ensure that personnel who will be directly involved with inmates are of good integrity, have no known criminal record, have no known history of drug or alcohol abuse, and have no prior nor present social or other relationship with inmates and members of inmate labor details.

(4) Maintain a current list of all Carlyle Lake Project Office personnel trained and certified by Federal Correctional Institution, Greenville, Illinois, to check on the quality of inmate labor being performed and to provide necessary daily training related to work tasks, work safety, and proper use of equipment, materials, tools and supplies for inmates working at Carlyle Lake Project Office. The Carlyle Lake Project Office, Carlyle, Illinois, personnel will check on the quality of work being performed and provide necessary daily training related to tasks, safety, and proper use of equipment, materials, tools, and supplies. These personnel will not become involved directly with Federal Correctional Institution, Greenville, Illinois, operation of inmate labor details, and in no event will Carlyle Lake Project Office, Carlyle, Illinois, personnel act as, nor for, Federal Correctional Institution, Greenville, Illinois, supervisors of inmates or inmate labor details.

(5) Provide, as needed, for tasks and work to be performed, safe and serviceable protective and safety equipment (except shoes which will be provided by Federal Correctional Institution, Greenville, Illinois), tools, materials and supplies for inmates and inmate labor details.

(6) Complete daily, required inmate and inmate labor reports and time sheets and submit monthly to personnel at the Federal Correctional Institution, Greenville, Illinois. The rating period will run from the 26th of each month to the 25th of the next month.

(7) Prepare an annual report of inmate labor detail project accomplishments and furnish a copy to Federal Correctional Institution, Greenville, Illinois.

(8) Coordinate training for Carlyle Lake Project, Carlyle, Illinois, personnel on Federal Correctional Institution, Greenville, Illinois, policies and procedures in such areas as inmate and inmate labor detail discipline, accountability, Federal Correctional Institution, Greenville, Illinois, staff conduct and safety. This training will be required for personnel who will serve as inmate labor detail monitors or have any contact with inmates.

(9) In coordination with the District Public Affairs Office, inform the project and surrounding community of the civilian inmate labor program, including projects or tasks inmates and inmate labor details will perform, and provide community training regarding their presence on the project.

(10) Immediately notify the District Public Affairs Office of any negative media coverage involving inmates participating in the civilian labor program, to include incidents with the potential for negative media coverage. Serious incidents, i.e. escapes, riots, disturbances, and any criminal action involving inmates will be reported promptly to Headquarters, Department of the Army and Headquarters, U.S. Army Corps of Engineers. One copy of incident reports will be provided to Headquarters, Department of the Army, Assistant Chief of Staff for Installation Management, Plans and Operations Division (DAIM-MD), 600 Pentagon 1D676, Washington, DC 20310-0600 and Headquarters, Department of the Army, Office of Chief of Public Affairs, Communications Division (SAPA-PCD). Accidents involving inmates will be investigated and reported in accordance with AR 385-40 as applicable.

(11) Provide first aid and notify ambulance service for emergency medical care for inmates and inmate labor details and immediately notify Federal Correctional Institution, Greenville, Illinois, point of contact in the event of inmate injury or illness. In the event of an emergency or serious injury, the Carlyle Lake Project Office, Carlyle, Illinois, will notify ambulance service for transportation to the nearest available hospital and the Federal Correctional Institution, Greenville, Illinois, point of contact will be promptly notified. Inmates becoming ill, but not requiring emergency medical care, while on labor detail will be returned to Federal Correctional Institution, Greenville, Illinois, and the Federal Correctional Institution, Greenville, Illinois, point of contact will be notified of such illness. All reports will be followed up in writing to the Federal Correctional Institution, Greenville, Illinois, twenty-four hours following the incident or

injury. All inmates and inmate labor details selected are covered for any injury under the provisions of the Inmate Accident Compensation System, 28 CFR 301.

(12) Provide transportation and a staff employee to transport the inmates from the Federal Correctional Institution, Greenville, Illinois, to the Carlyle Lake Project Office, Carlyle, Illinois, and return to the Federal Correctional Institution.

(13) Provide a safe and humane work environment for inmates and inmate labor details. In addition to daily instructions on work tasks, work equipment use, and work safety, Carlyle Lake Project Office, Carlyle, Illinois, will conduct a safety briefing at least weekly. Weekly safety briefings will be documented on a form provided by Federal Correctional Institution, Greenville, Illinois.

(14) Ensure that training and licensing of inmates is accomplished in accordance with Army regulations, as necessary, for inmates to operate government equipment or vehicles on Carlyle Lake Project.

(15) Direct the removal of any inmate or Federal Correctional Institution, Greenville, Illinois, personnel deemed undesirable or detrimental in any way to the mission, soldiers, family members, visitors, or civilian employees of the Carlyle Lake Project Office, Carlyle, Illinois, by the Carlyle Lake Project Manager.

(16) Identify designated areas for break, lunch, and restroom, for use by inmates and inmate labor details.

(17) Provide refrigeration for inmates' sack lunches.

(18) Report any criminal act by a Federal Correctional Institution, Greenville, Illinois, inmate against a military member or civilian assigned to, residing on, or traversing the Carlyle Lake Project Office.

(19) Maintain records on the use of the civilian inmate labor program (hours worked, work performed, etc.). These records will be used in data calls from higher headquarters to assess program utility and effectiveness of key management controls.

b. St. Louis District Public Affairs Office, will:

(1) Develop a plan to inform the project and surrounding communities of the federal civilian inmate labor program, projects or tasks inmate labor will perform, and community training regarding the presence of inmates on the Carlyle Lake Project.

(2) Coordinate all press releases regarding the inmates and/or inmate labor details with the Federal Correctional Institution, Greenville, Illinois, which has the responsibility to protect the privacy and other rights of the inmates.

(3) Not allow media interviews, photographs, film, nor video's be taken of any inmate or inmate labor detail for any reason without the expressed consent of the Federal Correctional Institution, Greenville, Illinois, Warden/Administrator.

(4) Report any negative media coverage involving inmates participating in the civilian labor program through command channels to Headquarters, Department of the Army, Assistant Chief of Staff for Installation Management, Operations Division (DAIM-MD), 600 Pentagon 1D676, Washington, DC 20310-0600, DSN 224-0516 or (703) 614-0516, and Headquarters, Department of the Army, Office of the Chief of Public Affairs, Communications Division (SAPA-PCD), DSN 227-7591 or (703) 697-7591. Report will include the media source (newspaper, magazine, radio, or television), name of media source (radio or television channel), date of coverage, synopsis of report, and whether the report had local, regional or national coverage. Provide one copy of article/script, if available.

c. St. Louis District Human Resources Office, will:

(1) Serve as the primary point of contact with union organizations on all issues related to the execution of the program, and ensure coordination with applicable union organizations prior to implementation of the inmate labor program.

(2) Insure that the Carlyle Lake Project Office, Carlyle, Illinois, has made appropriate changes to employee job descriptions to indicate monitoring of inmates.

d. St. Louis District Office of Counsel, will:

(1) Review inmate labor work projects to ensure that civilian inmate labor details are not performing functions contrary to 18 USC 4125(a).

6. Training. The Federal Correctional Institution, Greenville, Illinois, will provide training on the requirements for dealing with inmates to Carlyle Lake Project personnel who will be working with inmates. Training will be provided before implementation of the federal civilian inmate labor program and at least quarterly thereafter. Training is mandatory for all employees who will work with inmates. Inmates will not be provided to organizations unless they have personnel who have been trained and certified by Federal Correctional Institution, Greenville, Illinois officials.

7. Rules Pertaining to Inmates.

a. Inmates working on the Carlyle Lake Project are classified as minimum security, community custody status inmates. They do not require supervision under guard.

b. Inmates and inmate labor details will not be allowed in any Carlyle Lake Project Office, Carlyle, Illinois, sensitive areas nor in the following Mission Essential/Vulnerable Areas: Main Dam and Radio Building and Tower. Inmates and inmate labor details will be permitted in the Administration Building and Maintenance Complex only for essential reasons and must be accompanied by Army personnel. Inmates and inmate labor details working in areas where classified information, personnel records, medical records, or other confidential or sensitive data is locked or secured will be under constant view by Army personnel. Inmates will not be used in areas where classified information is discussed or is in plain view.

c. Inmates will not interact with the general public and will not have access to or use phone lines, fax machines, or computers/computer systems.

d. Inmates will wear a distinctive work uniform not resembling known military or civilian uniforms and safety shoes mutually agreed upon by the Federal Correctional Institution, Greenville, Illinois, and the Carlyle Lake Project Office, Carlyle, Illinois, at all times while work details are outside of the institution.

e. Inmates will not be transported in privately owned vehicles at any time.

f. Inmates are prohibited from performing any type of personal service for Carlyle Lake Project Office personnel.

g. Inmates are not allowed to receive anything (gratuities, food, clothing, soft drinks, etc.) from Carlyle Lake Project personnel, or from the general public. Inmates are not authorized to receive visitors when working at Carlyle Lake Project Office.

h. Civilian and military personnel at Carlyle Lake Project Office will not accept anything from inmates.

i. Inmates assigned to labor details are not DOD or Army employees. All assigned inmates are under the control and custody of Federal Correctional Institution, Greenville, Illinois. Inmates are covered by the Federal Bureau of Prison's Inmate Accident Compensation program. Federal Correctional Institution, Greenville, Illinois, is responsible for injuries or damage to persons or property caused by the negligent or willful acts of assigned inmates.

j. Inmates will not be allowed to operate Carlyle Lake Project Office vehicles or equipment unless they possess the necessary valid operator's license(s), have been given proper training in equipment operation and safety, and are authorized in accordance with AR 600-55, in writing, to operate the vehicles or equipment by the Carlyle Lake Project Office, Carlyle, Illinois.

k. Inmates will not enter or work in family housing areas at any time. Inmates will not work in day care centers, youth services/school age services centers, schools, recreation centers, libraries, or similar facilities, except when these facilities are closed to the public or the likelihood of inmate contact with the general military or civilian community or family members is remote.

l. Inmates will not work in areas where medical supplies (drugs, syringes, etc.) are stored unless the medical supplies are secured and the inmates are under constant view by Army personnel.

m. Inmates will not work in areas where firearms and/or ammunition are sold or stored, nor in areas where alcohol products are sold, stored, or served.

8. Media Issues.

a. Any requests for interviews, photographs, films, and/or video of individuals or collective members of inmate labor details must be referred to the Carlyle Lake Project Manager, who will notify the Public Affairs Office and Federal Correctional Institution, Greenville, Illinois.

b. At no time will any media representative be allowed to interview any inmate labor detail or member without prior written permission from the Carlyle Lake Project Manager, the District Public Affairs Officer, and Federal Correctional Institution, Greenville, Illinois, officials.

c. No photograph, film, nor video may be taken or made of any inmate labor detail or member for any reason without prior written permission from the Carlyle Lake Project Manager, District Public Affairs Officer, and Federal Correctional Institution, Greenville, Illinois, officials.

d. No press release of any kind by anyone for any reason or any publication concerning inmate labor details or members will be made without prior written permission from Carlyle Lake Project Manager, District Public Affairs Officer, and Federal Correctional Institution, Greenville, Illinois, officials.

9. Recordkeeping Requirements. Carlyle Lake Project Office, Carlyle, Illinois, personnel will provide/accomplish all inmate labor reporting and documentation requirements.

a. Prepare, review, and approve (or disapprove) each labor work detail request. Labor requests must contain the following:

(1) Work location (building, area, place, etc.).

(2) Work period (days, hours, etc.).

(3) Duration of work required (weeks, months, indefinite, etc.).

(4) Names of Federal Correctional Institution, Greenville, Illinois, trained personnel who will be providing assistance at the work site.

(5) Names and telephone numbers of points of contact within the Carlyle Lake Project Office, Carlyle, Illinois.

(6) Number of inmates required.

(7) Statement of work to be performed. This information should be simply stated but not comprehensive enough to show expertise, training, qualifications, or any other knowledge and skills inmates must possess to perform the work. Include physical requirements of the job.

b. Maintain the following information for higher headquarters data calls.

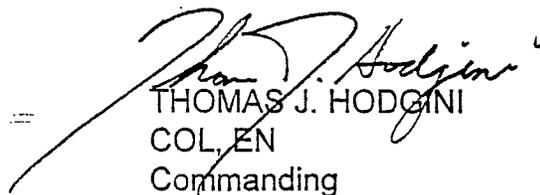
(1) A summary listing of all work details employing civilian inmates, including duration, number of civilian inmates used on the detail, number of corrections facility personnel supervising work details, and number of Army military or civilian personnel engaged in oversight activities for work details.

(2) Cost avoidance generated from civilian inmate labor. The net cost avoidance is based on determining the dollar value of inmate labor by equating inmate work performed to the dollar value and costs of similar work if performed by authorized and funded positions, or by contract. Cost avoidance must be calculated using the equation provided in Chapter 4-3, AR 210-35.

(3) Synopsis of special incidents involving civilian inmate labor. This includes significant events and anticipated problems.

(4) Media inquiries and responses provided.

(5) Synopsis of any complaints/concerns from the surrounding community and family members regarding inmate labor, together with any action taken to resolve the complaint.


THOMAS J. HODGINI
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Commanding