

Memorandum of Understanding

Between

Commonwealth of the Northern Mariana Islands Department of Corrections

And

Commonwealth of the Northern Mariana Islands Department of Public Safety

And

**Commonwealth of the Northern Mariana Islands Department of Fire & Emergency
Medical Services**

This Memorandum of Understanding (MOU) is made this 1st day of December 2023 between the Commonwealth of the Northern Mariana Islands (CNMI) Department of Corrections (DOC); the Commonwealth of the Northern Mariana Islands Department of Public Safety (DPS); and the Commonwealth of the Northern Mariana Islands Department of Fire & Emergency Medical Services (DFEMS).

Parties:

CNMI DOC - Anthony C. Torres, Commissioner of Corrections

CNMI DPS - Clement R. Bermudes, Commissioner of Public Safety

CNMI DFEMS - Juan A. Pua, Commissioner of Fire & Emergency Medical Services

Background:

There is a need for DPS and DFEMS to have assigned inmate-workers to complete daily tasks.

The Department of Corrections is an executive agency responsible for the management of correctional facilities. DOC's mission is to improve public safety by housing detainees and inmates in a safe, secure, and humane environment that meets constitutional standards for confinement and to provide inmates with opportunities to participate in rehabilitation programs to assist them in becoming law-abiding citizens. To achieve its mission, DOC aims to provide inmates the opportunity to participate in volunteer work assignments to learn valuable hands-on and trade skills that they can utilize when they are released from custody. This program will relieve boredom, teach teamwork, and achieve set goals.

The Department of Public Safety is an executive agency dedicated to providing the highest quality public safety service in order to enhance community safety, protect life and property, and reduce crime and the fear of crime. To do this, DPS pledges to develop a partnership with the community, leads a community commitment to resolve problems, and improves the safety and quality of life in the Commonwealth.

The Department of Fire & Emergency Medical Services is an executive agency that primarily provides efficient and effective firefighting, fire protection, fire investigation, emergency medical services, specialized rescue, and wildland firefighting services to persons and property in the Commonwealth.

Article 1. Purpose

The purpose of this MOU is to establish clear protocols for the supervision, management, and utilization of inmate-workers within DPS and DFEMS. This MOU is established to formalize the guidelines for the effective supervision of assigned inmate-workers and their appropriate identification. This MOU describes the roles and responsibilities of all parties in achieving these goals and objectives.

Article 2. Definitions

The following terms are defined as follows:

- a) **Authorized escorts:** Personnel from DPS or DFEMS approved to sign out inmate-workers.
- b) **Inmate-worker:** Inmate who meets the requirements to participate in volunteer work assignments.
- c) **Contraband:** Any items not issued by the CNMI Department of Corrections to an inmate or detainee. All such items are prohibited.

Article 3. Responsibilities

3.1 Department of Corrections

- a) DOC shall identify and select suitable inmates for participation in projects under DPS and DFEMS, ensuring their eligibility and an appropriate skillset.
- b) DOC shall provide DPS and DFEMS with eligible inmate-workers as approved by the DOC Commissioner.

- c) DOC shall provide necessary training and orientation to selected inmates, including safety protocols and guidelines relevant to their assigned tasks.
- d) DOC shall have inmate-workers ready for release to authorized escorts no later than 08:00 AM Monday – Friday.
- e) DOC Officers shall conduct random job site inspections of inmate-workers, and searches on personal lockers or belongings if they are provided.
- f) DOC shall perform random drug tests on inmate-workers to ensure compliance with rules and regulations.
- g) DOC shall inform authorized escorts when an inmate-worker is unable to work due to sickness, medical appointments, or court hearings.
- h) DOC shall ensure that all inmate-workers have signed and acknowledged the inmate volunteer waiver form.

3.2 Department of Public Safety and Department of Fire & Emergency Medical Services

Assignment/Training/Safety:

- a) DPS and DFEMS shall determine and assign suitable tasks and projects that can be performed safely by assigned inmate-workers, considering their skills, abilities, and the associated level of risk.
- b) DPS and DFEMS shall provide necessary training and orientation to inmate-workers, ensuring they understand the safety protocols, emergency procedures, and the proper use of equipment required for their assigned tasks.
- c) DPS and DFEMS shall prioritize the safety and well-being of inmate-workers, implementing measures to mitigate risks and hazards associated with the assigned projects.
- d) DPS and DFEMS shall ensure inmate-workers only perform work-related duties in response to their respective agency requests.

- e) DPS and DFEMS shall ensure that the inmate-workers are NOT allowed to work outside their assigned Agency.
- f) DPS and DFEMS shall ensure that inmate-workers are NOT allowed to operate any motor vehicle.
- g) DPS and DFEMS shall ensure that inmate-workers shall NOT purchase, consume, or possess any alcoholic beverages, illegal drugs, or contraband to include cigarettes, betelnut, pepper leaf, and chew, or participate in any related activities.
- h) DPS and DFEMS shall ensure that inmate-workers shall NOT have any type of communication with or visitation by families or friends during work assignments, including contact with the general public.
- i) DPS and DFEMS shall ensure that inmate-workers are NOT allowed to leave their job site unless returning to DOC.
- j) DPS and DFEMS shall ensure that inmate-workers are returned to DOC no later than 4:30 PM, unless prior approval is granted by the DOC Commissioner.
- k) DPS and DFEMS shall ensure that any inmate-workers who suffer serious injuries shall be transported to the hospital and the authorized escort shall inform DOC immediately. Minor injuries are to be treated and reported to DOC. All minor or serious injuries must be documented in writing and provided to the DOC Classification Unit.

Identification:

- a) DPS and DFEMS shall purchase uniform shirts and safety boots for assigned inmate-workers within ten (10) days of assignment.
- b) DPS and DFEMS shall provide documentation to DOC of the purchase of uniform shirts and safety boots for assigned inmate-workers within fifteen (15) days of assignment.
- c) DPS inmate-workers shall wear light blue t-shirts with proper identifiers distinguishing them as inmate-workers.

- d) DFEMS inmate-workers shall wear orange t-shirts with proper identifiers distinguishing them as inmate-workers.
- e) The uniform shirts shall prominently display identifiers that clearly indicate the individual is an inmate-worker, ensuring easy recognition and differentiation from regular personnel.

Article 4. Liability

- a) DOC and the inmate-workers shall not be held liable for any damages to any equipment or building.
- b) DPS and DFEMS shall be responsible for any costs that occur during the work assignment.
- c) DOC shall not allow inmate-workers to work on legal holidays or Sundays unless approved by the Commissioner of the Department of Corrections.

Article 5. Terms and Conditions

- a) The Commissioner of DOC has the authority to cease an inmate work assignment at any time.
- b) DPS or DFEMS shall request any additional inmate workers in writing to the Commissioner of DOC.
- c) If DPS or DFEMS terminates any inmate-workers, DPS or DFEMS shall furnish a justification and written report to the DOC Classification Unit.
- d) DPS or DFEMS shall provide a monthly written report to the DOC Classification Unit for projects or activities in which inmate-workers participated for inmate progress and evaluation records.

Article 6. Confidentiality and Data Sharing

All parties involved shall adhere to their respective confidentiality policies and legal obligations regarding the handling and sharing of sensitive information related to inmate-workers, ensuring compliance with all applicable laws and regulations pertaining to data protection and privacy.

Article 7. Duration and Termination

This MOU shall remain in effect for a period of one (1) year. Any party may terminate this agreement upon fifteen (15) days written notice to the other parties.

Article 8. Amendments

Any amendments or modifications to this MOU shall be in writing and agreed upon by all parties.

By signing below, the parties indicate their commitment to the terms and conditions outlined in this MOU.

CNMI Department of Corrections:

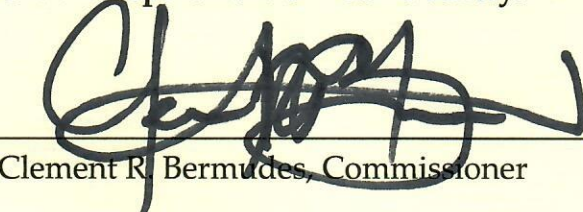


Anthony C. Torres, Commissioner

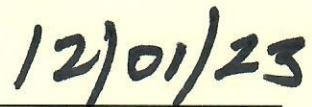


Date

CNMI Department of Public Safety:



Clement R. Bermudes, Commissioner




Date

CNMI Department of Fire & Emergency Medical Services:




Juan A. Pua, Commissioner




Date

IN WITNESS WHEREOF, we have hereunto set our hands on this 1st day of December 2023.



Arnold I. Palacios
Governor of the CNMI



David M. Apatang
Lieutenant Governor of the CNMI