

INTERLOCAL CONTRACT FOR INMATE HOUSING

THIS CONTRACT, made and entered into this 3rd day of May, 2021, by and between the COUNTY OF LINCOLN, a political subdivision of the State of Nevada, hereinafter referred to as "LINCOLN COUNTY," and the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as "CLARK COUNTY."

WITNESSETH

WHEREAS, CLARK COUNTY maintains the Clark County Detention Center pursuant to NRS 211.010; and

WHEREAS, CLARK COUNTY is in need of additional jail facilities for detention of some of its inmate population; and

WHEREAS, LINCOLN COUNTY is willing and able to provide inmate housing services to CLARK COUNTY; and

WHEREAS, NRS Chapter 211.080 provides for the removal of prisoners from one county to another and provides authority for the payment of costs; and

WHEREAS, it is the desire of CLARK COUNTY and LINCOLN COUNTY that this Contract be entered into in accordance with NRS 277.180;

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants, the parties agree as follows:

1. SCOPE OF CONTRACT

The purpose of this Contract is to provide CLARK COUNTY with alternative housing at the Lincoln County Detention Center for sentenced misdemeanants and gross-misdemeanants in the custody of the Clark County Sheriff at the Clark County Detention Center.

2. GENERAL DUTIES OF THE PARTIES

- A. LINCOLN COUNTY agrees to house individuals arrested and adjudicated on misdemeanors and gross-misdemeanors in Clark County and upon special approval, any additional CLARK COUNTY inmates at its Detention Center, and provide the secure custody, care and safekeeping of such inmates in accordance with Federal, State, and local laws, and those court orders, which are or may subsequently become applicable to the operation of the Lincoln County Detention Center.
- B. LINCOLN COUNTY agrees to provide such inmates with a health care delivery system conforming with industry standards and equivalent to the usual and customary health care provided to inmates at the LINCOLN COUNTY Detention Center. CLARK COUNTY is aware that LINCOLN COUNTY used the services of private providers and the Grover C. Dils Hospital.
- C. CLARK COUNTY will process and screen all inmates for mental and physical issues and will not transfer any inmate with known serious mental or medical problems as part of this Contract.
- D. LINCOLN COUNTY agrees to notify CLARK COUNTY by the next business day after the occurrence of any emergency medical care requiring the removal of an inmate housed under this contract from the Lincoln County Detention Facility. LINCOLN COUNTY shall remain responsible for all costs associated with medical care provided to inmates incarcerated under this contract while in the physical custody of LINCOLN COUNTY. If a CLARK COUNTY inmate must be taken off premises to receive medical treatment, LINCOLN COUNTY will provide transportation to and from the treatment site under emergency conditions, and CLARK COUNTY will be responsible for the costs of any medical care administered off premises. Further, if medical treatment requires admission of a CLARK COUNTY inmate into a hospital, LINCOLN COUNTY will provide any security personnel required to guard the inmate during the hospital stay in LINCOLN COUNTY and CLARK COUNTY will reimburse LINCOLN COUNTY at a rate of one and a half times the hourly rate of its officer(s) providing said

security, until the inmate is returned to Lincoln County Detention Center or transferred to CLARK COUNTY.

- E. Each of the parties hereto agrees to promptly provide the medical staff of the other party such medical documentation and other medical information as may be available to ensure the inmate's medical well-being and care.
- F. CLARK COUNTY reserves the right to inspect housing areas and review pertinent documentation relating to housing and other inmate services provided to inmates housed under this Contract.
- F. CLARK COUNTY inmates will be transferred to the Lincoln County Detention Center in their personal clothing with all their personal property.

3. PAYMENT BY CLARK COUNTY

- A. CLARK COUNTY shall pay LINCOLN COUNTY the sum of seventy-five dollars (\$75) per day for each inmate housed in the Lincoln County Detention Center pursuant to this Contract, including the day of initial booking into the Lincoln County Detention Center and excluding the day of release. The seventy-five-dollar rate is effective upon the commencement date of this Contract.
- B. LINCOLN COUNTY shall bill CLARK COUNTY for services provided on a monthly basis. Monthly billing shall list each inmate charged to CLARK COUNTY, the specific dates each inmate was housed in the Lincoln County Detention Center and total days each inmate is being charged. The bill shall also show the total days to be reimbursed (the sum of all inmates; total days), the rate per day, and the total amount billed.
- C. CLARK COUNTY shall provide LINCOLN COUNTY payment for each invoice within thirty days (30) after receipt of invoice. If any disputes arise out of the billing process, the undisputed portion of the bill shall be paid as provided in this section pending resolution of the dispute.

4. TRANSPORTATION AND RELEASE OF INMATES

- A. As long as they remain in the physical custody of LINCOLN COUNTY, the Lincoln County Detention Center will provide transportation for inmates housed under this Contract to and from locations for necessary medical care as provided in Section 2 and to and from court and court ordered appearances.
- B. CLARK COUNTY will notify LINCOLN COUNTY when an inmate is scheduled to be released and LINCOLN COUNTY will arrange for the transportation and release at the CLARK COUNTY Detention Center. Inmates shall be dressed in their personal clothing and be transported with all their personal property procedures.
- C. If inmates remain in the custody of LINCOLN COUNTY at the time that they are bound over to District Court, LINCOLN COUNTY shall provide transportation of the inmates housed under this Contract for transfer to the CLARK COUNTY Detention Center.
- D. LINCOLN COUNTY will pick-up and drop-off inmates as deemed necessary by CLARK COUNTY. The day and time to be mutually agreed upon. CLARK COUNTY agrees to pay two-hundred and fifty dollars (\$250) per trip for special transports (i.e. court or solo transports) and \$47/hour for court appearance time in excess of two hours. If LINCOLN COUNTY is able to coordinate with an existing transport to Las Vegas, there would be no charge.

5. INMATE REGULATIONS

All inmates housed under this Contract are required to abide by all lawful regulations established by the Lincoln County Detention Center Jail Administrator and are subject to visitation hours established by the Lincoln County Detention Center Jail Administrator. Inmates will be given all rights and privileges afforded to any other inmates held by LINCOLN COUNTY.

6. INDEMNIFICATION

To the extent permitted by law, including but not limited to NRS Chapter 41, CLARK COUNTY will indemnify and hold LINCOLN COUNTY harmless against any and all claims, demands, lawsuits for damages, attorney fees or injunctive relief alleging that a CLARK COUNTY inmate held in the Lincoln County Detention Center was unlawfully in the custody of CLARK COUNTY or any claims arising out of medical

care received outside the Lincoln County Detention Facility which are the financial responsibility of CLARK COUNTY.

To the extent permitted by law, including but not limited to NRS Chapter 41, LINCOLN COUNTY will indemnify and hold CLARK COUNTY harmless against any and all claims, demands, lawsuits for damages, attorney fees or injunctive relief alleging that the conditions of confinement, including medical care at the Lincoln County Detention Center are in violation of an inmate's constitutional rights or alleging that the damage or need for injunctive relief arose out of the negligence or willful misconduct of an employee, officer, or agent of LINCOLN COUNTY other than with respect with the items identified in the previous paragraph, or any claim arising out of the transportation provided under this Contract by LINCOLN COUNTY.

7. TERM OF CONTRACT

The term of this Contract shall be for one year, commencing on July 1, 2021 through June 30, 2022. After the first year of this Contract, either party may request Section 3 (Payment by CLARK COUNTY) of this Contract be open to negotiation by providing the other party hereto written notice by November 30 so that any negotiated change can be included in the next fiscal year's budget. Either party may terminate this Contract by providing the other party hereto thirty (30) days written notice.

8. NOTICES

Any notice concerning the provisions of medical care on an inmate shall be provided to:

CLARK COUNTY: Deputy Chief
Clark County Detention Center
330 S. Casino Center Boulevard
Las Vegas, Nevada 89101

LINCOLN COUNTY: Sheriff
P. O. Box 570
Pioche, Nevada 89043

If the Contract points identified in this section change, written notification shall be provided.

9. NO INTENT TO BENEFIT NON-PARTIES

The covenants contained herein are for the sole benefit of the parties hereto and neither party to this Contract intends to benefit any person who is not specifically named as a party herein or to assume any specific duty to provide for the safety of any person, or to assume any other specific duty to provide for the safety of any person or to assume any duty beyond that imposed by general law.

10. INTERPRETATION, MODIFICATION, AND ASSIGNMENT

This Contract shall be interpreted under the laws of the State of Nevada. No modifications, including price adjustments, shall be effective unless in writing and executed by the duly authorized representatives of the parties hereto.

The parties hereto acknowledge they have entered into this Contract based, in part, upon the particular skill, abilities, and reputation of the other party hereto. Accordingly, no rights or responsibilities under this Contract may be assigned without prior written consent of the other party hereto.

11. PRISON RAPE ELIMINATION ACT COMPLIANCE

LINCOLN COUNTY must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et seq.) with all applicable PREA standards, with all applicable policies related to PREA, and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse.

LINCOLN COUNTY acknowledges that, in addition to "self-monitoring requirements", CLARK COUNTY may conduct, announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards, may result in termination of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year written below:

This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original document. It is hereby acknowledged that each Member Agency will execute duplicates of its individual signature page so that each Member Agency may have an original of this Contract.

LINCOLN COUNTY
SHERIFFS DEPARTMENT

By: 
KERRY D. LEE
Sheriff

Dated: 05/03/2021

LAS VEGAS METROPOLITAN
POLICE DEPARTMENT

By: 
JOSEPH LOMBARDO
Sheriff

Dated: 5.7.21

LINCOLN COUNTY

By: 
CHAIRMAN
Lincoln County Board of Commissioners

Dated: 05/03/2021

COUNTY OF CLARK:

By: _____
JESSICA COLVIN
Chief Financial Officer

Dated: _____

APPROVED AS TO FORM:
DYLAN FREHNER
District Attorney

By: 
DYLAN FREHNER
Lincoln County District Attorney

APPROVED AS TO FORM:
STEVEN WOLFSON
District Attorney

By: _____
MARY-ANNE MILLER
County Counsel