



CBE NO. 607668-25

INTERLOCAL AGREEMENT FOR INMATE HOUSING

togetherforbetter

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this 18th day of November, 2025 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and CITY OF HENDERSON, Nevada, hereinafter referred to as "CITY" for Inmate Housing.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to AGREEMENT 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 AGREEMENT is authorized by law to perform;

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

WHEREAS, COUNTY occasionally needs an alternative detention facility for the housing of certain potential conflict of interest inmates; and

WHEREAS, CITY is willing and able to provide inmate housing services to COUNTY.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth that CITY shall provide COUNTY with alternative housing at the City of Henderson Detention Center for certain potential conflict of interest inmates who are in the custody of the Clark County Sheriff at the Clark County Detention Center. Detailed information follows hereto as Attachment A: Scope of Work

ARTICLE II: TERM OF AGREEMENT

The term of AGREEMENT shall be from July 1, 2025, through June 30, 2027, with the option to extend for two (2) one-year options.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving thirty (30) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the then current fiscal year. Termination due to the failure of COUNTY or CITY to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay CITY for services in the sum of \$133.32 per day for each COUNTY inmate housed in the City of Henderson Detention Center pursuant to this AGREEMENT, including the day of initial booking into the City of Henderson Detention Center and excluding the day of release, based on approved budget appropriations. Services provided are defined in Attachment A, Scope of Work.

CITY shall bill COUNTY for services provided on a monthly basis. Monthly billing shall list each COUNTY inmate, the specific dates each inmate was housed in the City of Henderson Detention Center, and the total

number of days each COUNTY inmate was housed in the Detention Center. The monthly 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.

If COUNTY rejects an invoice as incomplete, CITY will be notified within thirty (30) calendar days of receipt and CITY will have thirty (30) calendar days to correct the invoice and resubmit.

Invoices shall be submitted as follows: Deputy Chief, Clark County Detention Center, 330 S. Casino Center Boulevard, Las Vegas, Nevada 89101, email: CCDCRecordsIMBilling@LVMPD.com.

CITY must notify COUNTY in writing of any changes to CITY'S remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) calendar days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until final services have been rendered.

An annual increase in compensation is permitted on or after July 1, 2026, and for each renewal period thereafter. Only one (1) written price adjustment request(s) will be accepted from CITY per term. The increase will be calculated using the Department of Labor's Consumer Price Index (CPI) for All Urban Consumers, U.S. City Average, not seasonally adjusted, for the preceding 14-16 month period. The resultant percentage increase shall be multiplied by the then current daily rate.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and CITY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of AGREEMENT not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

AGREEMENT is entered into to secure the services of CITY. Services specified in this AGREEMENT shall not be subcontracted by CITY without the written consent of COUNTY. Medical care for COUNTY inmates will be provided by a third-party vendor.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY:

Attention: Deputy Chief
Clark County Detention Center
330 S. Casino Center Boulevard
Las Vegas, Nevada 89101
CCDCRecordsIMBilling@LVMPD.com

To CITY:

Attention: Corrections Captain
City of Henderson Detention Center
18 East Basic Road
Henderson, Nevada 89015
HDCInvoicing@CityofHenderson.com

If the AGREEMENT points of contact identified in this section change, written notification shall be provided to the other party within thirty (30) days.

ARTICLE IX: POLICIES AND PROCEDURES

CITY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and CITY.

ARTICLE X: INSURANCE

CITY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature or declared null and void by any court of competent jurisdiction or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

ARTICLE XIII: SUSPENSION AND TERMINATION

Suspension. COUNTY may suspend performance by CITY under this AGREEMENT up to ninety (90) calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to CITY. CITY shall not perform further work under this AGREEMENT as of the effective date of suspension. CITY may not resume performance, unless and until, COUNTY issues written notice to resume performance.

Termination for Convenience. Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar days written notice of intent to terminate.

Termination for Cause. This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CITY'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CITY'S control. If, after termination for cause, it is determined that CITY has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

Process. The rights and remedies of COUNTY and CITY provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by CITY of a suspension or termination notice, or delivery by CITY of a termination notice, CITY shall promptly discontinue all services affected (unless COUNTY'S notice directs otherwise).
2. In the event this AGREEMENT is terminated by CITY, CITY acknowledges that its termination may affect COUNTY'S consideration of CITY for future projects.
3. In the event of termination of this AGREEMENT, CITY is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay CITY for work performed up to and including the date on which CITY discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to CITY may be adjusted to the extent COUNTY incurs additional costs by reason of CITY'S default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by AGREEMENT with another party or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

COUNTY OF CLARK:

BY: _____
TICK SEGERBLOM, CHAIR
Clark County Commissioners

DATE: _____

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

DATE: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

BY: Sarah Schaerrer
Sarah Schaerrer (Dec 16, 2025 09:55:43 PST)
SARAH SCHAERRER
Deputy District Attorney

Dec 16, 2025
DATE: _____

CITY OF HENDERSON
CLARK COUNTY, NEVADA

BY: _____
STEPHANIE GARCIA-VAUSE, ICMA-CM, FAICP
City Manager/CEO

ATTEST:

DocuSigned by:
BY: _____
JOSE LUIS VALDEZ, CMC
City Clerk

APPROVED AS TO CONTENT:

Signed by:
BY: _____
REGGIE RADER
Chief of Police

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
BY: _____
MARIA GAMBOA
Director of Finance

APPROVED AS TO FORM:

DocuSigned by:
BY: _____
NICHOLAS G. VASKOV
City Attorney

Initial
CAO
Review

ATTACHMENT A SCOPE OF WORK

GENERAL DUTIES

1. CITY agrees, to the extent space in its Detention Center is available, to accept at its Detention Center and provide for the secure custody, video-court appearances, care, and safekeeping of COUNTY 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 City of Henderson Detention Center.
2. CITY 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 Clark County Detention Center.
3. CITY shall remain responsible for all costs associated with medical care provided to COUNTY inmates incarcerated under this AGREEMENT while in the physical custody of the City of Henderson Detention Center.
4. CITY agrees to notify COUNTY, by the next business day, after the occurrence of any emergency medical care requiring the removal of a COUNTY inmate housed under this AGREEMENT from the City of Henderson Detention Center. If a COUNTY inmate must be taken off premises to receive medical care, CITY will provide transportation to and from the off-site medical care provider under emergency conditions, but COUNTY remains responsible for the costs of any medical care administered by the off-site medical care provider. Further, if medical treatment requires admission of a COUNTY inmate into a hospital, COUNTY will provide any security personnel required to guard the COUNTY inmate during the hospital stay within eight (8) hours of receiving notice from CITY. In addition, COUNTY will transport the inmate back to the City of Henderson Detention Center, if that is the returning location.
5. CITY hereto agrees to promptly provide the medical staff of the COUNTY such medical documentation and other medical information as may be available, and COUNTY agrees to request that its contracted medical provider promptly provide the medical staff of CITY such medical documentation and other medical information as may be available, to ensure COUNTY inmate's medical well-being and care while in custody at the City of Henderson Detention Center. COUNTY reserves the right to inspect the housing area(s) of COUNTY inmates and review pertinent documentation relating to housing and other inmate services provided to COUNTY inmates housed under this AGREEMENT.
6. COUNTY inmates will be transferred to the City of Henderson Detention Center in their personal clothing with all their personal property.

INMATE REGULATIONS

1. All COUNTY inmates housed under this AGREEMENT will be required to abide by all lawful regulations established by the City of Henderson Detention Center and are subject to visitation hours established therein. COUNTY inmates will be given all rights and privileges afforded to any other inmates held by the City of Henderson Detention Center.
2. In addition, the required standards of the Prison Rape Elimination Act (PREA) must be adhered to by the City of Henderson Detention Center. In the event any COUNTY inmate participates in any sexual behavior or alleges that acts of a sexual nature have taken place, the Clark County Detention Center will be notified immediately by the City of Henderson Detention Center.