

CLARK COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

CLARK
COUNTY
BUDGET
MISC

Issue:	Ratify Interlocal Contract	Back-up:
Petitioner:	George W. Stevens, Chief Financial Officer Paul Martin, Chief of Detention Services	Clerk Ref. #
Recommendation: That the Board of County Commissioners ratify the interlocal contract with the City of Las Vegas, for accepting custody of Clark County Detention Center inmates; contingent upon approval by the City of Las Vegas Council; and authorize the Chief Financial Officer or his designee to sign the contract; or take other action as appropriate.		

FISCAL IMPACT:

Detention Services

206-3410-7210 (\$70 per day per inmate)

BACKGROUND:

This contract will allow the City of Las Vegas to accept custody of Clark County Detention Center pre-trial detainees and sentenced misdemeanants. The City will provide for secure custody, care, and safekeeping of the inmates.

The rate of payment from the start of the contract through June 30, 2005, will be \$50 per day per inmate, increasing to \$70 per day per inmate beginning on July 1, 2005. This contract is for the period from May 1, 2005 through April 30, 2008.

This contract is contingent upon approval by the City of Las Vegas Council.

RATIFIED/AUTHORIZED AS RECOMMENDED

Prepared by: Donna L. Meara

Respectfully submitted,

Cleared for Agenda

George W. Stevens
 GEORGE W. STEVENS
 Chief Financial Officer

June 7, 2005

Agenda
Item #

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INTERLOCAL CONTRACT FOR INMATE HOUSING

THIS CONTRACT, made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as "CLARK COUNTY:"

WITNESSETH

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

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

WHEREAS, it is the desire of CLARK COUNTY and CITY 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 CITY jail facility for pretrial detainees and sentenced misdemeanants in the custody of the Clark County Sheriff at the Clark County Detention Center.

2. GENERAL DUTIES OF THE PARTIES

A. CITY agrees to accept at its jail facility and provide for the secure custody, care and safekeeping of CLARK 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 Las Vegas Detention Center.

B. CITY agrees to provide such inmates with a health care delivery system conforming with industrial standards and equivalent to the usual and customary health care provided to inmates at the Clark County Detention Center.

C. CITY 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 City of Las Vegas Detention Facility. CITY shall remain responsible for all costs associated with medical care provided to inmates incarcerated under this contract while in the physical custody of the CITY. If a CLARK COUNTY inmate must be taken off premises to receive medical treatment, CITY will provide transportation to and from the treatment site under emergency conditions, but CLARK COUNTY remains 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, CLARK COUNTY will provide any security personnel required to guard the inmate during the hospital stay in addition to the transportation back to the detention facility.

D. 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.

E. 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 City of Las Vegas Detention Facility in their personal clothing with all their personal property.

3. PAYMENT BY CLARK COUNTY

A. CLARK COUNTY shall pay CITY the sum of seventy dollars (\$70) per day for each inmate housed in the City of Las Vegas Detention Facility pursuant to this Contract, including the day of initial booking into the City of Las Vegas Detention Facility and excluding the day of release. The seventy-dollar rate will begin July 1, 2005. From the start of this contract until June 30, 2005, the rate will be fifty dollars (\$50).

B. CITY 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 City of Las Vegas Detention Facility, and the 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 CITY 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. CITY will provide transportation of CLARK COUNTY inmates to and from locations for necessary medical care as provided in Section 2.

B. CLARK COUNTY will provide any and all transportation of inmates to and from CITY's facility, and for court and related appearances.

C. CLARK COUNTY will notify CITY when an inmate is scheduled to be released and CITY will release pursuant to its procedures.

5. INMATE REGULATIONS

All inmates housed under this Contract are required to abide by all lawful regulations established by the CITY Jail Director and are subject to visitation hours established by the CITY Jail Director. Inmates will be given all rights and privileges afforded to any other inmates held by the CITY.

6. INDEMNIFICATION

Subject to any limitations of liability afforded by NRS Chapter 41:

A. CLARK COUNTY will indemnify and hold CITY harmless against any and all claims, demands, lawsuits for damages, or injunctive relief alleging that a CLARK COUNTY inmate held in the City of Las Vegas Detention Facility was unlawfully in the custody of CLARK COUNTY, any claims arising out of medical care received outside the City of Las Vegas Detention Facility which are the financial responsibility of CLARK COUNTY, any claim arising out of the transportation provided by CLARK COUNTY pursuant to this Contract, any claims that an inmate should not have been released when such release was authorized by CLARK COUNTY, and any other claims by an inmate other than those set forth below for which CITY agrees to indemnify CLARK COUNTY.

B. CITY will indemnify and hold CLARK COUNTY harmless against any and all claims, demands, and lawsuits for damages, or injunctive relief alleging that the conditions of confinement, including medical care at the City of Las Vegas Detention Facility, are violative 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 the CITY other than with respect with the items identified in the previous paragraph.

7. TERMS OF CONTRACT

The terms of this Contract shall be for three (3) years, commencing on May 1, 2005 through April 30, 2008. After the first year of this Contract, either party may request Section 3 (Payment by CLARK COUNTY) of this Contract to be open to negotiation by providing the other party hereto thirty (30) days written notice. 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:

Marilyn Rogan, Captain
Clark County Detention Center
330 S. Casino Center Boulevard
Las Vegas, Nevada 89101

CITY:

Michael Sheldon, Director
City of Las Vegas Detention and Enforcement
3300 Stewart Avenue
Las Vegas, Nevada 89101

All other notices and invoices shall be made by U.S. Mail, postage prepaid, or by hand delivery and directed to the appropriate part as follows:

CLARK COUNTY:

Paul Martin, Chief of Detention
Clark County Detention Center
330 S. Casino Center Boulevard
Las Vegas, Nevada 89101

CITY:

Michael Sheldon, Director
City of Las Vegas Detention and Enforcement
3300 Stewart Avenue
Las Vegas, Nevada 89101

If the contact 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 to assume any specific duty to provide for the safety of any person, or to assume any other 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.

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

CITY OF LAS VEGAS

LAS VEGAS METROPOLITAN POLICE
DEPARTMENT

By: _____
OSCAR B. GOODMAN
Mayor

By: _____
BILL YOUNG
Sheriff

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____

By: _____

APPROVED AS TO FORM:
BRADFORD R. JERBIC
City Attorney

By: _____
Deputy City Attorney

Dated: _____

COUNTY OF CLARK

By: _____
GEORGE W. STEVENS
Chief Financial Officer

Dated: _____

APPROVED AS TO FORM:
DAVID ROGER
District Attorney

By: _____
Jeffrey G. Trull
Deputy District Attorney

Dated: _____