

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 "LAS VEGAS" and the CITY OF BOULDER CITY, a municipal corporation of the State of Nevada, hereinafter referred to as "BOULDER CITY:"

WITNESSETH

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

WHEREAS, LAS VEGAS is willing and able to provide inmate housing services to BOULDER CITY; and

WHEREAS, it is the desire of BOULDER CITY and LAS VEGAS that this Contract shall be entered into as a cooperative agreement in accordance with NRS 277.180 for the performance of a certain governmental service which both public agencies are authorized to perform as in more fully set forth herein below;

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 BOULDER CITY with alternative housing at the LAS VEGAS jail facility for pretrial detainees and sentenced misdemeanants in the custody of the CITY OF BOULDER CITY.

2. **GENERAL DUTIES OF THE PARTIES**

- A. LAS VEGAS agrees to accept at its jail facility and provide for the secure custody, care and safekeeping of BOULDER CITY 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 Las Vegas Detention Center.
- B. LAS VEGAS 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 BOULDER CITY inmates at the HENDERSON Detention Center.
- C. LAS VEGAS agrees to notify BOULDER CITY 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. LAS VEGAS shall remain responsible for all costs associated with medical care provided to inmates incarcerated under this contract while in the physical custody of LAS VEGAS. If a BOULDER CITY inmate must be taken off premises to receive medical treatment, LAS VEGAS will provide transportation to and from the treatment site under emergency conditions, but BOULDER CITY remains responsible for the costs of any medical care administered off premises. Further, if medical treatment requires admission of a BOULDER CITY inmate into a hospital, BOULDER CITY 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. BOULDER CITY 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. BOULDER CITY inmates will be transferred to the Las Vegas Detention Facility in their personal clothing with all their personal property.

3. PAYMENT BY CITY OF BOULDER CITY

- A. BOULDER CITY shall pay LAS VEGAS the sum of ninety-eight dollars and fifty cents (\$98.50) 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.
- B. LAS VEGAS shall bill BOULDER CITY for services provided on a monthly basis. Monthly billing shall list each inmate charged to BOULDER CITY, 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. BOULDER CITY shall provide LAS VEGAS 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. LAS VEGAS will provide transportation of BOULDER CITY inmates to and from locations for necessary medical care as provided in Section 2.
- B. BOULDER CITY will provide any and all transportation of inmates to and from LAS VEGAS' facility, and for court and related appearances.
- C. BOULDER CITY will notify LAS VEGAS when an inmate is scheduled to be released and LAS VEGAS will release pursuant to its procedures.

5. INMATE REGULATION

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

6. INDEMNIFICATION

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

- A. BOULDER CITY will indemnify and hold LAS VEGAS harmless against any and all claims, demands, lawsuits for damages, or injunctive relief alleging that a BOULDER CITY inmate held in the Las Vegas Detention Facility was unlawfully in the custody of BOULDER CITY, any claims arising out of medical care received outside the Las Vegas Detention Facility which are the financial responsibility of BOULDER CITY, any claim arising out of the transportation provided by BOULDER CITY pursuant to the Contract, any claims that an inmate should not have been released when such release was authorized by BOULDER CITY, and any other claims by an inmate other than those set forth below for which LAS VEGAS agrees to indemnify BOULDER CITY.
- B. LAS VEGAS will indemnify and hold BOULDER CITY 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 Las Vegas Detention Facility, are violative of an inmate's constitutional rights or alleges 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 of Las Vegas Detention Center other than with respect with the items identified in the previous paragraph.

7. TERMS OF CONTRACT

The terms of this Contract shall be for two (2) years, commencing on July 1, 2009 through June 30, 2011. After the first year of this Contract, either party may request Section 3 (Payment by BOULDER CITY) 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 notices concerning the provisions of medical care of an inmate shall be provided to:

CITY OF BOULDER CITY:

Thomas W. Finn, Chief of Police
Boulder City Police Department
1005 Arizona Street,
Boulder City, Nevada 89005

LAS VEGAS:

Karen Coyne, Director
City of Las Vegas Detention and Enforcement
3300 E. 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:

CITY OF BOULDER CITY:

Thomas W. Finn, Chief of Police
Boulder City Police Department
1005 Arizona Street,
Boulder City, Nevada 89005

LAS VEGAS:

Karen Coyne, Director
City of Las Vegas Detention and Enforcement
3300 E. 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 modification, including price adjustments, shall be effective unless in writing and executed by the duly authorized representative 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

CITY OF BOULDER CITY POLICE
DEPARTMENT

By: 
OSCAR B. GOODMAN
Mayor

By: 
ROGER TOBLER
Mayor

Dated: 7/1/2009

Dated: May 26, 2009

ATTEST:

By: 
BEVERLY K. BRIDGES
LAS VEGAS Clerk

ATTEST:

By: 
PAMELLA MALMSTROM
BOULDER CITY City Clerk

APPROVED AS TO FORM:

By:  For
BRADFORD R. JERBIC
CITY OF LAS VEGAS ATTORNEY

Dated: 6-9-09

APPROVED AS TO FORM:

By: 
DAVE OLSEN
CITY OF BOULDER CITY ATTORNEY

Dated: 5-27-2009