

THIS Interlocal CONTRACT, made and entered into this **DATE**, by and between the COUNTY OF LINCOLN, a political subdivision of the State of Nevada, hereinafter referred to as "LINCOLN COUNTY," and the CITY OF NORTH LAS VEGAS, a political subdivision of the State of Nevada, hereinafter referred to as "NORTH LAS VEGAS,"

### WITNESSETH

WHEREAS, NORTH LAS VEGAS 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 NORTH LAS VEGAS; 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 NORTH LAS VEGAS 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 NORTH LAS VEGAS with alternative housing at the Lincoln County Detention Center, for sentenced misdemeanants in the custody of the City of North Las Vegas Community Correctional Center.

#### 2. GENERAL DUTIES OF THE PARTIES

- A. LINCOLN COUNTY agrees to house certain individuals arrested and adjudicated on misdemeanors in NORTH LAS VEGAS, and provide 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 healthcare delivery system, approved by NORTH LAS VEGAS, that conforms with industrial standards and equivalent to the usual and customary healthcare provided to inmates at the LINCOLN COUNTY Detention Center. NORTH LAS VEGAS is aware that LINCOLN COUNTY utilizes the services of private medical providers and the Grover C. Dils Medical Center.
- C. NORTH LAS VEGAS will provide LINCOLN COUNTY with inmate medical records so inmates can be screened for mental and medical issues prior to transport and will not transfer any inmate with known serious mental or medical problems as part of this contract. NORTH LAS VEGAS will work with LINCOLN COUNTY on screening of inmates.
- D. LINCOLN COUNTY agrees to notify NORTH LAS VEGAS 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 Center. 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 NORTH LAS VEGAS inmate must be taken off premises to receive medical treatment, LINCOLN COUNTY will provide security and transportation to and from the treatment site under emergency conditions, and LINCOLN COUNTY will remain responsible for the costs of any medical care administered off premises. Further, if medical treatment requires admission of a NORTH LAS VEGAS inmate into a hospital, LINCOLN COUNTY will provide security personnel required to guard the inmate during the hospital stay. If the offsite medical treatment is the result of an incident that occurs while in the custody of LINCOLN COUNTY, including, without

limitation, injuries caused by a fight between inmates, an inmate being a victim of a crime, or an officer-inflicted injury, LINCOLN COUNTY will be solely responsible for the cost of watching the inmate at the medical facility. If the treatment is the result of medical condition of the inmate prior to incarceration in the LINCOLN COUNTY facility, NORTH LAS VEGAS will reimburse LINCOLN COUNTY for the actual cost of the officers guarding the inmate. up to a maximum rate of one and one-half times the hourly rate of pay. In the event of emergency medical care that could necessitate hospitalization and/or more than routine medical care LINCOLN COUNTY can submit a "Medical (OR) release form" to NORTH LAS VEGAS who in turn shall timely submit the form to the jurisdictional Court for approval (a copy of the Medical Own Recognizant form will be provided to LINCOLN 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 well-being and care.
- F. NORTH LAS VEGAS 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.
- G. NORTH LAS VEGAS inmates will be transferred to the LINCOLN COUNTY Detention Center in a uniform provided by the LINCOLN COUNTY Detention Center along with the legal and personal property in their possession.
- H. NORTH LAS VEGAS will not be obligated to house a specific number of inmates at LINCOLN COUNTY.

### 3. PAYMENT BY NORTH LAS VEGAS

- A. NORTH LAS VEGAS shall pay LINCOLN COUNTY the sum of \$120.00 per day for each inmate housed in the LINCOLN COUNTY Detention Center pursuant to this contract, including the day of the initial booking into the Lincoln County Detention Center and excluding the day of release. The \$120.00 daily rate is effective upon the commencement date of this Contract.
- B. LINCOLN COUNTY shall bill NORTH LAS VEGAS for services provided on a monthly basis. Monthly billing shall list each inmate charged to NORTH LAS VEGAS, 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. NORTH LAS VEGAS will send a bill with the name and inmate number of each inmate on the bill, total days and cost. LINCOLN COUNTY shall also provide via email or fax, the daily count of NORTH LAS VEGAS offenders to their designee.
- C. CITY OF NORTH LAS VEGAS 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. NORTH LAS VEGAS and LINCOLN COUNTY will work together to resolve any such dispute.

### 4. TRANSPORTATION AND RELEASE OF INMATES

- A. As long as NORTH LAS VEGAS inmates remain in the 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 (this may be performed virtually), court ordered appearances and for law enforcement investigative purposes.
- B. NORTH LAS VEGAS will notify LINCOLN COUNTY when an inmate is scheduled to be released and LINCOLN COUNTY will arrange for the transportation back to the NORTH LAS VEGAS Community Correctional Center.
- C. LINCOLN COUNTY will coordinate with the North Las Vegas Community Correctional Center to ensure timely pick-up and drop-off of inmates at least once and if necessary twice per week, the day and time to be mutually agreed upon to ensure the inmates timely released at the conclusion of their sentence.

## 5. INMATE REGULATIONS

- A. All inmates housed under this Contract are required to abide by all lawful regulations established by the LINCOLN COUNTY Detention Center and are subject to visitation hours and procedures established By the LINCOLN COUNTY Detention Center. Inmates will be given all rights and privileges afforded to any other inmates held by the LINCOLN COUNTY Detention Center.
- B. If a North Las Vegas inmate commits a crime while in the custody of LINCOLN COUNTY, LINCOLN COUNTY will notify NORTH LAS VEGAS. Custody of the inmate for the prosecution and disposition of the criminal offense committed in Lincoln County's jurisdiction will be the responsibility of LINCOLN COUNTY. Sentence for such crime(s) to be served after the completion of sentence imposed BY NORTH LAS VEGAS.

## 6. IDEMNIFICATION

- A. To the extent permitted by law, including but not limited to NRS Chapter 41 , NORTH LAS VEGAS will indemnify and hold LINCOLN COUNTY harmless against any and all claims, demands, lawsuits for damages, attorney fees or injunctive relief alleging that a NORTH LAS VEGAS inmate held in THE LINCOLN COUNTY Detention Center was unlawfully in the custody of NORTH LAS VEGAS, any claims arising out of medical care received outside the LINCOLN COUNTY Detention Center which are the financial responsibility of NORTH LAS VEGAS, or any claims that an inmate should not have been released when such release was authorized by NORTH LAS VEGAS.
- B. To the extent permitted by law, including but not limited to NRS Chapter 41, LINCOLN COUNTY will indemnify and hold NORTH LAS VEGAS harmless against any and all claims, demands, lawsuits for damages, attorney fees or injunctive relief related to, or arising out of, the negligent or intentional acts or omissions of any employee, officer or agent of LINCOLN COUNTY, including, without limitation, alleging that the timeliness of an inmate release by LINCOLN COUNTY or conditions of confinement, timely release, 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 LINCON COUNTY, any claim that an inmate should have been released when the release was authorized by NORTH LAS VEGAS, or any claim that in inmate should not have been released when the release was not authorized by NORTH LAS VEGAS.

## 7. TERM OF CONTRACT

- A. The term of this Contract shall be from the date all parties signed this agreement. The length of this contract will be for three (3) years with (3) one- year renewal options to be agreed upon annually by both parties. After the first year of this Contract, either party may request Section 3 (Payment by NORTH LAS VEGAS) of this Contract be open to negotiation by providing the other party hereto written notice at least 120 days prior 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 One Hundred and Eighty (180) days written notice. This Contract may be extended for a period of up to 6 months based on approval by both parties.

## 8. NOTICES

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

NORTH LAS VEGAS:  
CHIEF JACQUELINE GRAVATT  
2332 LAS VEGAS BLVD. NORTH, SUITE 120  
NORTH LAS VEGAS. NV 89030

LINCOLN COUNTY:  
SHERIFF DEREK FOREMASTER

