

ASSEMBLY BILL NO. 696—COMMITTEE ON WAYS AND MEANS

MAY 26, 1999

Referred to Committee on Ways and Means

SUMMARY—Authorizes department of prisons to enter into lease of Southern Nevada Correctional Center. (BDR S-1768)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State or on Industrial Insurance: No.

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EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to Southern Nevada Correctional Center; authorizing the department of prisons to enter into a lease of the Southern Nevada Correctional Center; and providing other matters properly relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE
AND ASSEMBLY, DO ENACT AS FOLLOWS:

- 1 **Section 1.** As used in this act, unless the context otherwise requires:
- 2 1. “Committing jurisdiction” means the jurisdiction that convicted or
- 3 committed a prisoner who is or is going to be confined at the Southern
- 4 Nevada Correctional Center pursuant to a contract entered into pursuant to
- 5 this act, including, without limitation, an agency of the Federal
- 6 Government, an agency of another state or an agency of a political
- 7 subdivision of this state.
- 8 2. “Department” means the department of prisons.
- 9 3. “Director” means the director of the department.
- 10 4. “Lessee” means a person, including, without limitation, an agency of
- 11 the Federal Government, an agency of another state or an agency of a
- 12 political subdivision of this state, who enters into a contract with the
- 13 department to lease the Southern Nevada Correctional Center.
- 14 5. “Prisoner” means a person held in custody under process of law.
- 15 **Sec. 2.** 1. The department may request that proposals for a contract
- 16 to lease the Southern Nevada Correctional Center be submitted to the
- 17 department.
- 18 2. Except as otherwise provided in subsection 3, the department may
- 19 enter into a contract that meets the requirements of this act to lease the

1 Southern Nevada Correctional Center for use as a facility for keeping
2 prisoners of a committing jurisdiction.

3 3. The department may not enter into a contract with a lessee other
4 than an agency of the Federal Government, an agency of another state or an
5 agency of a political subdivision of this state to lease the Southern Nevada
6 Correctional Center unless the lessee provides:

7 (a) Evidence of his qualifications, experience and ability to comply with
8 applicable court orders and correctional standards.

9 (b) Evidence of past performance of similar contracts, including,
10 without limitation, audited financial statements and other financial
11 information as requested.

12 (c) Management personnel necessary to carry out the terms of the
13 contract.

14 **Sec. 3.** 1. A contract to lease the Southern Nevada Correctional
15 Center must:

16 (a) Be made on the best terms available for this state.

17 (b) Be prepared by the attorney general.

18 (c) Meet the requirements in section 4 of this act and contain any other
19 covenants or agreements that are usual, necessary or prudent.

20 (d) Be executed by this state and the lessee.

21 (e) Be executed by the committing jurisdiction of each prisoner who is
22 confined at the Southern Nevada Correctional Center. The committing
23 jurisdiction of a prisoner at the Southern Nevada Correctional Center may
24 execute the contract after the date the contract is executed by the lessee and
25 this state if that committing jurisdiction executes the contract before the
26 date the prisoner is confined at the Southern Nevada Correctional Center.

27 2. The director shall execute on behalf of this state any contract for the
28 lease of the Southern Nevada Correctional Center pursuant to this act,
29 subject to the approval of the state board of examiners.

30 3. A contract for the lease of the Southern Nevada Correctional Center
31 entered into pursuant to this act is exempt from the provisions of NRS
32 321.003, 321.005 and 322.110.

33 **Sec. 4.** A contract to lease the Southern Nevada Correctional Center
34 must provide that:

35 1. The director shall approve or disapprove the confinement of each
36 prisoner at the Southern Nevada Correctional Center, including, without
37 limitation, the return of a prisoner to the Southern Nevada Correctional
38 Center after an escape from lawful custody by the prisoner or the
39 transportation of the prisoner to the committing jurisdiction pursuant to
40 subsection 2. The director may, as he deems appropriate in his sole
41 discretion, order a prisoner to be returned to the committing jurisdiction at
42 any time. Upon such a disapproval or order for the return of a prisoner by
43 the director, the lessee shall transport the prisoner to the committing

1 jurisdiction, if necessary, and the committing jurisdiction shall retain or
2 accept the prisoner, as applicable. The lessee shall pay any costs of
3 transportation pursuant to this subsection.

4 2. If a prisoner at the Southern Nevada Correctional Center escapes
5 from lawful custody or engages in behavior that would be punishable if
6 committed by a prisoner at a facility or institution of the department:

7 (a) The office of the attorney general will prosecute the prisoner for the
8 escape from lawful custody or other behavior pursuant to the law of this
9 state.

10 (b) Unless the committing jurisdiction is an agency of a political
11 subdivision of this state, upon the conviction, guilty plea or plea of nolo
12 contendere of the prisoner in the prosecution pursuant to paragraph (a), and
13 the resultant sentencing of the prisoner to a term of confinement but not to
14 death:

15 (1) The lessee shall immediately transport the prisoner to the
16 committing jurisdiction; and

17 (2) The committing jurisdiction shall accept the prisoner for service
18 of that term of commitment and for service of any time remaining in the
19 term of commitment for which the prisoner was confined in the Southern
20 Nevada Correctional Center.

21 (c) Except as otherwise provided in this paragraph, the lessee and the
22 committing jurisdiction are jointly and severally liable to this state for all
23 costs incurred by this state or a political subdivision of this state associated
24 with the investigation, prosecution, transportation or punishment of a
25 prisoner pursuant to this subsection. The provisions of this paragraph must
26 not be applied in a manner to make an agency of a political subdivision of
27 this state liable to this state for such costs.

28 3. The lessee will maintain internal and perimeter security to protect
29 the public, employees and prisoners.

30 4. If a prisoner at the Southern Nevada Correctional Center escapes
31 from lawful custody:

32 (a) The lessee shall immediately inform the department.

33 (b) The lessee shall take reasonable steps necessary and prudent to
34 recapture the prisoner.

35 (c) The director may issue a warrant pursuant to NRS 212.030 for the
36 recapture of the prisoner. Such a warrant is enforceable in the same manner
37 and to the same extent as any other warrant issued pursuant to that section.

38 5. Except as otherwise provided in this subsection, the lessee and the
39 committing jurisdiction are jointly and severally liable to this state for:

40 (a) All costs incurred by this state or a political subdivision of this state
41 that are associated with the recapture and return of a prisoner at the
42 Southern Nevada Correctional Center who escapes from lawful custody.

1 (b) The damages caused by the prisoner during the escape from lawful
2 custody and at any time before the prisoner is recaptured.
3 The provisions of this subsection must not be applied in a manner to make
4 an agency of a political subdivision of this state liable to this state for such
5 costs or damages.

6 6. If a riot or other serious disturbance or emergency occurs at the
7 Southern Nevada Correctional Center:

8 (a) The lessee shall:

9 (1) Immediately inform the department.

10 (2) Take reasonable steps necessary and prudent to respond to the riot
11 or other serious disturbance or emergency.

12 (3) Unless the lessee is an agency of a political subdivision of this
13 state, reimburse this state for all costs incurred by this state or a political
14 subdivision of this state that are associated with the riot or other serious
15 disturbance or emergency.

16 (b) Any agency of this state or any agency of a political subdivision of
17 this state may respond in a manner deemed appropriate by the director,
18 including, without limitation, assisting to quell the riot or disturbance.

19 7. The lessee, other than an agency of a political subdivision of this
20 state, shall indemnify this state, the political subdivisions of this state and
21 their officers, agents and employees, for any liability for any claim or loss
22 incurred by this state, a political subdivision of this state or their officers,
23 agents and employees as a result of the contract, including, without
24 limitation, liability for a civil rights claim or any other claim brought by or
25 on behalf of a prisoner at the Southern Nevada Correctional Center. The
26 provisions of this subsection do not deprive a lessee, this state, a political
27 subdivision of this state or their officers, agents and employees of the
28 benefits of any law that limits exposure to liability or damages.

29 8. The lessee, other than an agency of a political subdivision of this
30 state, shall maintain a policy of insurance, in a form approved by the
31 department, that provides coverage for civil liability and civil rights
32 liability in an amount not less than the amount specified in the contract,
33 listing this state, the political subdivisions of this state and their officers,
34 agents and employees as insureds.

35 9. The lessee shall not release in this state a prisoner from the Southern
36 Nevada Correctional Center without the permission of the department
37 unless the committing jurisdiction of the prisoner is an agency of a political
38 subdivision of this state.

39 **Sec. 5.** Unless the lessee is an agency of a political subdivision of this
40 state, employees of the lessee who provide security at the Southern Nevada
41 Correctional Center may only use such lawful force and exercise such
42 lawful power as granted pursuant to the contract:

1 1. On the grounds of the Southern Nevada Correctional Center under
2 the supervision of the lessee.

3 2. Transporting a prisoner to or from the Southern Nevada
4 Correctional Center.

5 3. Pursuing a prisoner at the Southern Nevada Correctional Center who
6 has escaped from lawful custody.

7 **Sec. 6.** 1. Except as otherwise provided in subsection 2, while a
8 contract for the lease of the Southern Nevada Correctional Center is in
9 effect, a prisoner at the Southern Nevada Correctional Center shall be
10 deemed a prisoner of this state, and the Southern Nevada Correctional
11 Center shall be deemed a prison, facility or institution of this state, for the
12 purposes of chapter 212 of NRS, except for NRS 212.040 and 212.070.

13 2. For the purposes of prosecuting a person who is not a prisoner at the
14 Southern Nevada Correctional Center for any unlawful conduct relating to
15 a prisoner at the Southern Nevada Correctional Center, a prisoner at the
16 Southern Nevada Correctional Center shall be deemed a prisoner of this
17 state, and the Southern Nevada Correctional Center shall be deemed a
18 prison, facility or institution of this state, including, without limitation, for
19 the purposes of NRS 212.070.

20 **Sec. 7.** This act becomes effective on July 1, 1999.