

Assembly Bill No. 696–Committee on Ways and Means

CHAPTER.....

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:

Section 1. As used in this act, unless the context otherwise requires:

1. “Committing jurisdiction” means the jurisdiction that convicted or committed a prisoner who is or is going to be confined at the Southern Nevada Correctional Center pursuant to a contract entered into pursuant to this act, including, without limitation, an agency of the Federal Government, an agency of another state or an agency of a political subdivision of this state.
2. “Department” means the department of prisons.
3. “Director” means the director of the department.
4. “Lessee” means a person, including, without limitation, an agency of the Federal Government, an agency of another state or an agency of a political subdivision of this state, who enters into a contract with the department to lease the Southern Nevada Correctional Center.
5. “Prisoner” means a person held in custody under process of law.

Sec. 2. 1. The department may request that proposals for a contract to lease the Southern Nevada Correctional Center be submitted to the department.

2. Except as otherwise provided in subsection 3, the department may enter into a contract, including, without limitation, an interlocal agreement, that meets the requirements of this act to lease the Southern Nevada Correctional Center for use as a juvenile or adult facility for keeping prisoners of a committing jurisdiction.

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

- (a) Evidence of his qualifications, experience and ability to comply with applicable court orders and correctional standards.
- (b) Evidence of past performance of similar contracts, including, without limitation, audited financial statements and other financial information as requested.
- (c) Management personnel necessary to carry out the terms of the contract.

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

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

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- (b) Be prepared by the attorney general.
 - (c) Meet the requirements in section 4 of this act and contain any other covenants or agreements that are usual, necessary or prudent.
 - (d) Be executed by this state and the lessee.
 - (e) Be executed by the committing jurisdiction of each prisoner who is confined at the Southern Nevada Correctional Center. The committing jurisdiction of a prisoner at the Southern Nevada Correctional Center may execute the contract after the date the contract is executed by the lessee and this state if that committing jurisdiction executes the contract before the date the prisoner is confined at the Southern Nevada Correctional Center.
2. The director shall execute on behalf of this state any contract for the lease of the Southern Nevada Correctional Center pursuant to this act, subject to the approval of the state board of examiners.
3. A contract for the lease of the Southern Nevada Correctional Center entered into pursuant to this act is exempt from the provisions of NRS 321.003, 321.005 and 322.110.

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

1. The director shall approve or disapprove the confinement of each prisoner at the Southern Nevada Correctional Center, including, without limitation, the return of a prisoner to the Southern Nevada Correctional Center after an escape from lawful custody by the prisoner or the transportation of the prisoner to the committing jurisdiction pursuant to subsection 2. The director may, as he deems appropriate in his sole discretion, order a prisoner to be returned to the committing jurisdiction at any time. Upon such a disapproval or order for the return of a prisoner by the director, the lessee shall transport the prisoner to the committing jurisdiction, if necessary, and the committing jurisdiction shall retain or accept the prisoner, as applicable. The lessee shall pay any costs of transportation pursuant to this subsection.
2. If a prisoner at the Southern Nevada Correctional Center escapes from lawful custody or engages in behavior that would be punishable if committed by a prisoner at a facility or institution of this state:
 - (a) The office of the attorney general will prosecute the prisoner for the escape from lawful custody or other behavior pursuant to the law of this state if the Southern Nevada Correctional Center is being used as an adult facility and the district attorney will prosecute the prisoner for the escape from lawful custody or other behavior pursuant to the law of this state if the Southern Nevada Correctional Center is being used as a juvenile facility.
 - (b) Unless the committing jurisdiction is an agency of a political subdivision of this state, upon the conviction, adjudication of delinquency, guilty plea or plea of nolo contendere of the prisoner in the prosecution pursuant to paragraph (a), and the resultant sentencing or committing of the prisoner to a term of confinement but not to death:
 - (1) The lessee shall immediately transport the prisoner to the committing jurisdiction; and

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

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

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

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

(a) The lessee shall immediately inform the department.

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

(c) The director may issue a warrant pursuant to NRS 212.030 for the recapture of the prisoner. Such a warrant is enforceable in the same manner and to the same extent as any other warrant issued pursuant to that section. If the Southern Nevada Correctional Center is being used as a juvenile facility, the director may issue a written order for the return of the prisoner to the Southern Nevada Correctional Center. All peace officers shall execute such an order in the same manner as provided for the execution of criminal process.

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

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

(b) The damages caused by the prisoner during the escape from lawful custody and at any time before the prisoner is recaptured.

The provisions of this subsection must not be applied in a manner to make an agency of a political subdivision of this state liable to this state for such costs or damages.

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

(a) The lessee shall:

(1) Immediately inform the department.

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

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

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

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

8. The lessee, other than an agency of a political subdivision of this state, shall maintain a policy of liability insurance, in a form approved by the department, in an amount not less than the amount specified in the contract, listing this state, the political subdivisions of this state and their officers, agents and employees as insureds.

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

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

1. Supervising a prisoner, at any location, if the prisoner is a prisoner from the Southern Nevada Correctional Center.

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

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

Sec. 6. 1. Except as otherwise provided in subsection 3, while a contract for the lease of the Southern Nevada Correctional Center as an adult facility is in effect, a prisoner at the Southern Nevada Correctional Center shall be deemed a prisoner of this state, and the Southern Nevada Correctional Center shall be deemed a prison, facility or institution of this state, for the purposes of chapter 212 of NRS, except for NRS 212.040 and 212.070.

2. While a contract for the lease of the Southern Nevada Correctional Center as a juvenile facility is in effect, a prisoner at the Southern Nevada Correctional Center shall be deemed a prisoner of this state, and the Southern Nevada Correctional Center shall be deemed a facility or institution of this state, for the purposes of chapter 62 of NRS.

3. For the purposes of prosecuting a person who is not a prisoner at the Southern Nevada Correctional Center for any unlawful conduct relating to

a prisoner at the Southern Nevada Correctional Center, a prisoner at the Southern Nevada Correctional Center shall be deemed a prisoner of this state, and the Southern Nevada Correctional Center shall be deemed a prison, facility or institution of this state, including, without limitation, for the purposes of NRS 212.070.

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

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