

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, including, without limitation, an interlocal agreement,

1 that meets the requirements of this act to lease the Southern Nevada
2 Correctional Center for use as a juvenile or adult facility for keeping
3 prisoners of a committing jurisdiction.

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

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

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

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

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

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

18 (b) Be prepared by the attorney general.

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

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

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

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

31 3. A contract for the lease of the Southern Nevada Correctional Center
32 entered into pursuant to this act is exempt from the provisions of NRS
33 321.003, 321.005 and 322.110.

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

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

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

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

8 (a) The office of the attorney general will prosecute the prisoner for the
9 escape from lawful custody or other behavior pursuant to the law of this
10 state if the Southern Nevada Correctional Center is being used as an adult
11 facility and the district attorney will prosecute the prisoner for the escape
12 from lawful custody or other behavior pursuant to the law of this state if the
13 Southern Nevada Correctional Center is being used as a juvenile facility.

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

19 (1) The lessee shall immediately transport the prisoner to the
20 committing jurisdiction; and

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

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

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

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

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

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

39 (c) The director may issue a warrant pursuant to NRS 212.030 for the
40 recapture of the prisoner. Such a warrant is enforceable in the same manner
41 and to the same extent as any other warrant issued pursuant to that section.
42 If the Southern Nevada Correctional Center is being used as a juvenile
43 facility, the director may issue a written order for the return of the prisoner

1 to the Southern Nevada Correctional Center. All peace officers shall
2 execute such an order in the same manner as provided for the execution of
3 criminal process.

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

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

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

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

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

16 (a) The lessee shall:

17 (1) Immediately inform the department.

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

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

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

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

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

42 9. The lessee shall not release in this state a prisoner from the Southern
43 Nevada Correctional Center without the permission of the department

1 unless the committing jurisdiction of the prisoner is an agency of a political
2 subdivision of this state.

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

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

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

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

13 **Sec. 6.** 1. Except as otherwise provided in subsection 3, while a
14 contract for the lease of the Southern Nevada Correctional Center as an
15 adult facility is in effect, a prisoner at the Southern Nevada Correctional
16 Center shall be deemed a prisoner of this state, and the Southern Nevada
17 Correctional Center shall be deemed a prison, facility or institution of this
18 state, for the purposes of chapter 212 of NRS, except for NRS 212.040 and
19 212.070.

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

25 3. For the purposes of prosecuting a person who is not a prisoner at the
26 Southern Nevada Correctional Center for any unlawful conduct relating to
27 a prisoner at the Southern Nevada Correctional Center, a prisoner at the
28 Southern Nevada Correctional Center shall be deemed a prisoner of this
29 state, and the Southern Nevada Correctional Center shall be deemed a
30 prison, facility or institution of this state, including, without limitation, for
31 the purposes of NRS 212.070.

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