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SENATE BILL 823

48TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2007

INTRODUCED BY

Pete Campos

AN ACT

RELATING TO CORRECTIONS; CLARIFYING THE DURATION OF CONTRACTS
FOR THE OPERATION OF A JAIL OR THE INCARCERATION OF PRISONERS.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

Section 1. Section 33-3-27 NMSA 1978 (being Laws 1984,
Chapter 22, Section 18, as amended) is amended to read:

"33-3-27. JAIL AGREEMENTS--APPROVAL--LIABILITY--
TERMINATION--VENUE.--

A. Agreements with a private independent
contractor for the operation of a jail or for the
incarceration of prisoners [~~therein~~] shall be made for a
period of [~~up to~~] five years, but [~~such~~] those agreements may
allow for additional [~~one-year~~] consecutive two-year
extensions not to exceed a total of five extensions.

Agreements binding on future governing bodies for

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1 construction, purchase or lease of a jail facility for not
2 more than fifteen years are authorized.

3 B. All agreements with private independent
4 contractors for the operation or provision and operation of
5 jails shall include a performance bond and be approved in
6 writing, prior to their becoming effective, by the local
7 government division of the department of finance and
8 administration and the office of the attorney general.
9 Disapproval may be based on any reasonable grounds, including
10 [~~but not limited to~~] adequacy or appropriateness of the
11 proposed plan or standards; suitability or qualifications of
12 the proposed contractor or [~~his~~] the contractor's employees;
13 absence of required or desirable contract provisions;
14 unavailability of funds; or any other reasonable grounds
15 [~~whatsoever, whether like or unlike the foregoing~~]. No
16 agreement shall be valid or enforceable without prior
17 approval.

18 C. All agreements with private independent
19 contractors for the operation or provision and operation of
20 jails shall provide for the independent contractor to provide
21 and pay for training for jailers to meet minimum training
22 standards, which shall be specified in the contract.

23 D. All agreements with private independent
24 contractors for the operation or provision and operation of
25 jails shall set forth comprehensive standards for conditions

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1 of incarceration, either by setting them forth in full as part
2 of the contract or by reference to known and respected
3 compilations of [~~such~~] those standards.

4 E. All agreements with private independent
5 contractors for the operation or provision and operation of
6 jails shall be approved in writing, prior to their becoming
7 effective, by the risk management division of the general
8 services department. Approval shall be conditioned upon
9 contractual arrangements satisfactory to the risk management
10 division for:

11 (1) the contractor's assumption of all
12 liability caused by or arising out of all aspects of the
13 provision and operation of the jail; and

14 (2) liability insurance covering the
15 contractor and its officers, jailers, employees and agents in
16 an amount sufficient to cover all liability caused by or
17 arising out of all aspects of the provision and operation of
18 the jail. A copy of the proposed insurance policy for the
19 first year shall be submitted for approval with the contract.

20 F. All agreements with private independent
21 contractors for the operation or provision and operation of
22 jails shall provide for termination for cause by the local
23 public body parties upon ninety days' notice to the
24 independent contractor. [~~Such~~] A termination shall be allowed
25 for at least the following reasons:

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1 (1) failure of the independent contractor to
2 meet minimum standards and conditions of incarceration, which
3 standards and conditions shall be specified in the contract;
4 or

5 (2) failure to meet other contract provisions
6 when [~~such~~] the failure seriously affects the operation of the
7 jail.

8 The reasons for termination set forth in this subsection
9 are not exclusive and may be supplemented by the parties.

10 G. Venue for the enforcement of any agreement
11 entered into pursuant to the provisions of this section shall
12 be in the district court of the county in which the facility
13 is located or in Santa Fe county."

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