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HOUSE BILL 765

45TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2001

INTRODUCED BY

Pasty G. Trujillo

AN ACT

RELATING TO CORRECTIONS; PROVIDING FOR FIVE-YEAR AGREEMENTS  
FOR PRIVATE INDEPENDENT JAIL CONTRACTORS.

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) is amended to read:

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

A. [~~No agreement~~] 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 [~~more than three years~~] five years, but such agreements may  
allow for additional one-year extensions not to exceed a total  
of five extensions. Agreements binding on future governing  
bodies for construction, purchase or lease of a jail facility

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1 for not more than fifteen years are [~~hereby~~] authorized.

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

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

21 D. All agreements with private independent  
22 contractors for the operation or provision and operation of  
23 jails shall set forth comprehensive standards for conditions  
24 of incarceration, either by setting them forth in full as part  
25 of the contract or by reference to known and respected

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1       compilations of such standards.

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

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

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

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

24                      (1) failure of the independent contractor to  
25       meet minimum standards and conditions of incarceration, which

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1 standards and conditions shall be specified in the contract;  
2 or

3 (2) failure to meet other contract provisions  
4 when such failure seriously affects the operation of the jail.  
5 The reasons for termination set forth in this subsection are  
6 not exclusive and may be supplemented by the parties.

7 G. Venue for the enforcement of any agreement  
8 entered into pursuant to the provisions of this ~~[aet]~~ section  
9 shall be in the district court of the county in which the  
10 facility is located or in Santa Fe county. "