SENATE BILL 459

52ND LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2015

INTRODUCED BY

Carroll H. Leavell

AN ACT

RELATING TO JAILS; ALLOWING FOR LONGER CONTRACT TERM EXTENSIONS

FOR 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, 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 shall be made for a period of up to five years, but

those agreements may allow for additional [one-year or two-

year] three-year extensions not to exceed a total of [five] six

extensions. Agreements binding on future governing bodies for

construction, purchase or lease of a jail facility for not more

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1   than fifteen years are authorized.

2   B.   All agreements with private independent

3   contractors for the operation or provision and operation of

4   jails shall include a performance bond and be approved in

5   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   adequacy or appropriateness of the proposed plan or standards;

10   suitability or qualifications of the proposed contractor or the

11   contractor's employees; absence of required or desirable

12   contract provisions; unavailability of funds; or any other

13   reasonable grounds.   No agreement shall be valid or enforceable

14   without prior approval.

15   C.   All agreements with private independent

16   contractors for the operation or provision and operation of

17   jails shall provide for the independent contractor to provide

18   and pay for training for jailers to meet minimum training

19   standards, which shall be specified in the contract.

20   D.   All agreements with private independent

21   contractors for the operation or provision and operation of

22   jails shall set forth comprehensive standards for conditions of

23   incarceration, either by setting them forth in full as part of

24   the contract or by reference to known and respected

25   compilations of those standards.

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1   E.   All agreements with private independent

2 contractors for the operation or provision and operation of

3 jails shall be approved in writing, prior to their becoming

4 effective, by the risk management division of the general

5 services department. Approval shall be conditioned upon

6 contractual arrangements satisfactory to the risk management

7 division for:

8   (1) the contractor's assumption of all

9 liability caused by or arising out of all aspects of the

10 provision and operation of the jail; and

11   (2) liability insurance covering the

12 contractor and its officers, jailers, employees and agents in

13 an amount sufficient to cover all liability caused by or

14 arising out of all aspects of the provision and operation of

15 the jail. A copy of the proposed insurance policy for the

16 first year shall be submitted for approval with the contract.

17   F.   All agreements with private independent

18 contractors for the operation or provision and operation of

19 jails shall provide for termination for cause by the local

20 public body parties upon ninety days' notice to the independent

21 contractor. A termination shall be allowed for at least the

22 following reasons:

23   (1) failure of the independent contractor to

24 meet minimum standards and conditions of incarceration, which

25 standards and conditions shall be specified in the contract; or

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1   (2) failure to meet other contract provisions

2   when the failure seriously affects the operation of the jail.

3   The reasons for termination set forth in this subsection

4   are not exclusive and may be supplemented by the parties.

5   G. Venue for the enforcement of any agreement

6   entered into pursuant to the provisions of this section shall

7   be in the district court of the county in which the facility

8   is located or in Santa Fe county."

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