

The Legislature  
of the  
State of New Mexico

52nd Legislature, 1st Session

LAWS 2015

CHAPTER 137

SENATE BILL 459, as amended

Introduced by

SENATOR CARROLL H. LEAVELL



# CHAPTER 137

## 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, two-year or three-year extensions not to exceed a total of six extensions. Agreements binding on future governing bodies for construction, purchase or lease of a jail facility for not more than fifteen years are authorized.

B. All agreements with private independent contractors for the operation or provision and operation of jails shall include a performance bond and be approved in writing, prior to their becoming effective, by the local government division of the department of finance and administration and the office of the attorney general. Disapproval may be based on any reasonable grounds, including adequacy or appropriateness of the proposed plan or

1 standards; suitability or qualifications of the proposed  
2 contractor or the contractor's employees; absence of required  
3 or desirable contract provisions; unavailability of funds; or  
4 any other reasonable grounds. No agreement shall be valid or  
5 enforceable without prior approval.

6 C. All agreements with private independent  
7 contractors for the operation or provision and operation of  
8 jails shall provide for the independent contractor to provide  
9 and pay for training for jailers to meet minimum training  
10 standards, which shall be specified in the contract.

11 D. All agreements with private independent  
12 contractors for the operation or provision and operation of  
13 jails shall set forth comprehensive standards for conditions  
14 of incarceration, either by setting them forth in full as  
15 part of the contract or by reference to known and respected  
16 compilations of those standards.

17 E. All agreements with private independent  
18 contractors for the operation or provision and operation of  
19 jails shall be approved in writing, prior to their becoming  
20 effective, by the risk management division of the general  
21 services department. Approval shall be conditioned upon  
22 contractual arrangements satisfactory to the risk management  
23 division for:

24 (1) the contractor's assumption of all  
25 liability caused by or arising out of all aspects of the

1 provision and operation of the jail; and

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

8 F. All agreements with private independent  
9 contractors for the operation or provision and operation of  
10 jails shall provide for termination for cause by the local  
11 public body parties upon ninety days' notice to the  
12 independent contractor. A termination shall be allowed for  
13 at least the following reasons:

14 (1) failure of the independent contractor to  
15 meet minimum standards and conditions of incarceration, which  
16 standards and conditions shall be specified in the contract;  
17 or

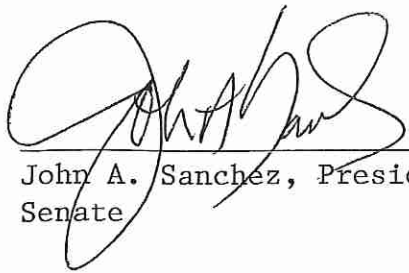
18 (2) failure to meet other contract  
19 provisions when the failure seriously affects the operation  
20 of the jail.

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

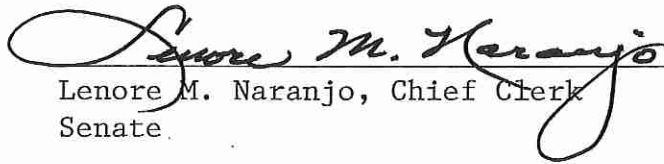
23 G. Venue for the enforcement of any agreement  
24 entered into pursuant to the provisions of this section shall  
25 be in the district court of the county in which the facility

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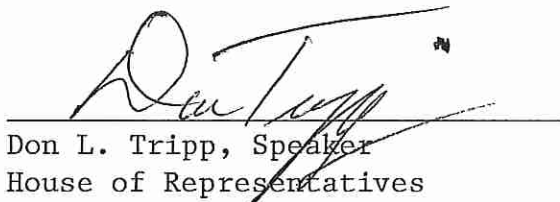
is located or in Santa Fe county." \_\_\_\_\_



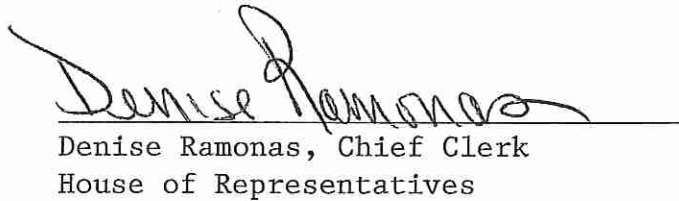
John A. Sanchez, President  
Senate



Lenore M. Naranjo, Chief Clerk  
Senate

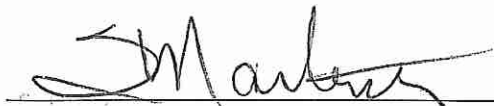


Don L. Tripp, Speaker  
House of Representatives



Denise Ramonas, Chief Clerk  
House of Representatives

Approved by me this 10th day of April, 2015



Governor Susana Martinez  
State of New Mexico