

5/4/16

3:37 PM

Chapter No. 945
16/HR26/R1297
EW 1 6V

HOUSE BILL NO. 1585

Originated in House



Clerk

HOUSE BILL NO. 1585

AN ACT TO AMEND CHAPTER 999, LOCAL AND PRIVATE LAWS OF 1997, AS AMENDED BY CHAPTER 944, LOCAL AND PRIVATE LAWS OF 2004, TO AUTHORIZE THE GRENADA COUNTY BOARD OF SUPERVISORS TO CONTRACT WITH THE UNITED STATES AND ANY STATE OR STATES FOR THE HOUSING OF MINIMUM OR MEDIUM SECURITY OFFENDERS WHO ARE IN THE CUSTODY OF THOSE JURISDICTIONS; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. Chapter 999, Local and Private Laws of 1997, as amended by Chapter 944, Local and Private Laws of 2004, is amended as follows:

Section 1. The Grenada County Board of Supervisors, in its discretion, may contract with a private entity for the construction, lease, acquisition, improvement, operation and management of a private county jail.

Section 2. (1) A contract for the private operation of a county jail shall not be entered into unless the contractor has demonstrated that it has:

(a) The qualifications, experience and management personnel necessary to carry out the terms of the contract.

(b) The ability to expedite the siting, design and construction of a private county jail.

(c) The ability to comply with applicable federal and state laws, court orders and national correctional standards.

(d) A history of successful operation and management of other private county jails.

(2) A jail shall at all times comply with all federal and state laws, and all applicable court orders.

(3) (a) A contract for private incarceration shall not be entered into unless the cost of the private operation, including the county's cost for monitoring the private operation, offers a cost savings of at least ten percent (10%) to the board of supervisors for at least the same level and quality of service offered by the sheriff.

(b) The board of supervisors shall contract annually with a certified public accounting firm to establish a county offender cost per day for a comparable county jail. The county offender cost per day shall be certified annually. The certified cost shall be used as the basis for measuring the validity of the ten percent (10%) savings of the contractor costs.

(4) The rates and benefits for correctional services shall be negotiated based upon American Correction Association Standards, state law and court orders.

Section 3. The initial contract for the operation of a jail or for incarceration of offenders therein shall be for a period of

not more than five (5) years with an option to renew for an additional period of two (2) years. Contracts for construction, purchase or lease of a jail shall not exceed a term of twenty (20) years. The contracts shall provide that the contractor shall convey the jail to the county, at the option of the county, for a total consideration of One Dollar (\$1.00). Any contract for housing shall be subject to annual appropriation by the board of supervisors.

Section 4. (1) A contractor's employees serving as "jailers" shall be allowed to use force only while on the grounds of a jail, while transporting offenders, and while pursuing escapees from a jail.

(2) Private jailers may use only such nondeadly force as the circumstances require in the following situations: to prevent the commission of a felony or misdemeanor, including escape; to defend oneself or others against physical assault; to prevent serious damage to property; to enforce institutional regulations and orders; and to prevent or quell a riot.

(3) Private jailers, who have been appropriately certified as determined by the contracting agency and trained pursuant to the provisions of subsection (4), shall have the right to carry and use firearms and shall exercise such authority and may use deadly force to prevent an act that could result in death or serious bodily injury to oneself or to another person.

(4) Private jailers shall be trained in the use of force and the use of firearms in accordance with American Correction Association Standards, and shall be trained, at the private contractor's expense, for at least the minimum number of hours that public personnel are currently trained.

Section 5. All employees of a jail operated pursuant to this act must receive, at a minimum, the same quality and quantity of training as that required by the state for sheriffs and deputy sheriffs. All training expenses shall be the responsibility of the contractor.

Section 6. A contract for jail services shall not be entered into unless the following requirements are met:

(a) In addition to fire and casualty insurance, the contractor shall provide at least Five Million Dollars (\$5,000,000.00) of liability insurance, specifically including insurance for civil rights claims. The liability insurance shall be issued by an insurance company with a rating of at least an A- according to A.M. Best Standards. In determining the adequacy of such insurance, the board of supervisors shall determine whether:

(i) The insurance is adequate to protect the county from any and all actions by a third party against the contractor or the county as a result of the contract;

(ii) The insurance is adequate to protect the county against any and all claims arising as a result of any occurrence during the term of the contract;

(iii) The insurance is adequate to assure the contractor's ability to fulfill its contract with the county in all respects, and to assure that the contractor is not limited in this ability because of financial liability which results from judgments; and

(iv) The insurance is adequate to satisfy such other requirements specified by an independent risk management/actuarial firm.

(b) The sovereign immunity of the state or the county shall not apply to the contractor. Neither the contractor nor the insurer of the contractor may plead the defense of sovereign immunity in any action arising out of the performance of the contract.

(c) The contractor shall post a performance bond to assure the contractor's faithful performance of the specifications and conditions of the contract. The bond is required throughout the term of the contract. The terms and conditions must be approved by the board of supervisors and the approval is a condition precedent to the contract taking effect.

(d) The contractor shall defend any suit or claim brought against Grenada County arising out of any act or omission in the operation of a private jail and shall hold the county harmless from the claim or suit. The contractor shall be solely responsible for the payment of any legal or other costs relative to any such claim or suit. The contractor shall reimburse the

county for any costs that it may incur as a result of the claim or suit immediately upon being submitted a statement therefor by the board of supervisors.

The duties and obligations of the contractor pursuant to this subsection shall include, but not be limited to, any claim or suit brought under any federal or state civil rights or offenders' rights statutes or pursuant to any rights recognized by common law or case law, or federal or state constitutions.

Any suit brought or claim made arising out of any act or omission in the operation of a private jail shall be made or brought against the contractor and not the board of supervisors.

Section 7. A plan shall be developed and certified by the commissioner which demonstrates the method by which the county would resume control of the jail upon contract termination.

Section 8. (1) A public official or an employee of the county, who has duties or responsibilities related to the contracting, constructing, leasing, acquiring or operating a private jail, may not become an employee, consultant or contract vendor to a private entity which provides the jail or services to the county within one (1) year after the termination of his service or employment.

(2) Any person violating this section shall be guilty of a misdemeanor and punished by a fine of not less than Five Hundred Dollars (\$500.00) but not more than One Thousand Dollars (\$1,000.00).

Section 9. (a) In addition to the authority and powers granted under Sections 1 through 8 of this act, the board of supervisors, in its discretion, may contract with the United States and its territories or any state or states or any political subdivision thereof to provide for housing, care and control in a facility for such offenders who are in the custody of the jurisdiction, who are classified as minimum or medium security offenders, who do not have histories of escape, and who are sentenced to terms of incarceration for conviction of a felony, or who are sentenced to terms of incarceration for a misdemeanor, provided that the incarceration in the facility for a misdemeanor is consistent with American Correctional Association Standards relating to the incarceration of offenders convicted of more serious offenses, to enter into agreements relating thereto which may extend for time periods that are acceptable to the parties, notwithstanding any provision or rule of law to the contrary, and to exercise all powers necessary or desirable in connection with the operation of a prison or other type of correctional facility, including, but not limited to, the power to incarcerate offenders described above.

(b) Further, the board of supervisors in its discretion, may contract with the Department of Corrections or other appropriate state, federal or local entity for the inspection, monitoring or provision of any assistance necessary or

desirable to maintain suitable, safe and secure correctional facilities.

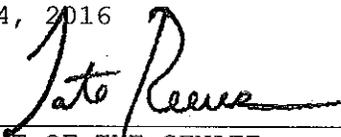
(c) The board of supervisors shall not contract for the housing, care or control of maximum security offenders under this subsection.

SECTION 2. This act shall take effect and be in force from and after its passage.

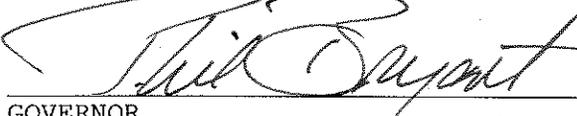
PASSED BY THE HOUSE OF REPRESENTATIVES
March 14, 2016


SPEAKER OF THE HOUSE OF REPRESENTATIVES

PASSED BY THE SENATE
April 14, 2016


PRESIDENT OF THE SENATE

APPROVED BY THE GOVERNOR


GOVERNOR

May 4, 2016
3:37pm