

By: Representatives Reynolds, Beckett, Horan

To: Local and Private
Legislation

HOUSE BILL NO. 1585

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

81 (a) In addition to fire and casualty insurance, the
82 contractor shall provide at least Five Million Dollars
83 (\$5,000,000.00) of liability insurance, specifically including
84 insurance for civil rights claims. The liability insurance shall
85 be issued by an insurance company with a rating of at least an A-
86 according to A.M. Best Standards. In determining the adequacy of
87 such insurance, the board of supervisors shall determine whether:

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

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



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

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

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

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

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



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

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

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

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

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

140 (2) Any person violating this section shall be guilty of a
141 misdemeanor and punished by a fine of not less than Five Hundred
142 Dollars (\$500.00) but not more than One Thousand Dollars
143 (\$1,000.00).



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

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



168 desirable to maintain suitable, safe and secure correctional
169 facilities.

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

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

