

By the Committees on Governmental Oversight and Productivity;
Criminal Justice; and Senator Brown-Waite

302-1820-00

1 A bill to be entitled
2 An act relating to correctional facilities;
3 prohibiting specified contracts to house
4 inmates from another state in correctional
5 facilities within the state without approval of
6 the regional planning council or specific
7 legislative authorization; providing for
8 submission of proposed contracts to the
9 regional planning council and the Correctional
10 Privatization Commission for review and
11 approval; providing contract restrictions;
12 providing for approval withdrawn for contracts;
13 providing contract requirements; providing for
14 written confirmation of specified compliance
15 prior to contract approval; requiring private
16 vendors to enter into a preliminary agreement
17 with the Correctional Privatization Commission;
18 providing conditions and requirements for
19 preliminary agreements; providing an effective
20 date.

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22 Be It Enacted by the Legislature of the State of Florida:

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24 Section 1. (1) Notwithstanding any other provision of
25 law, no state agency or private vendor operating a
26 correctional facility located in the state shall enter into a
27 contract with any state, state agency, or private vendor
28 operating a correctional facility outside the state to house
29 inmates of correctional facilities from another state unless:
30 (a) Specific written authorization to enter into such
31 contract is obtained from the regional planning council

1 established by chapter 186, Florida Statutes, for the real
2 property upon which the facility is located and such other
3 entities enumerated below; or

4 (b) Such contract is established by specific
5 authorization of the Legislature.

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7 In making its determination to approve or disapprove contracts
8 to house inmates from another state in correctional facilities
9 within the state, the regional planning council or the
10 Legislature shall consider the risks which may be posed to the
11 citizens of Florida as well as the benefits to the local
12 community in which the institution is located. The
13 Correctional Privatization Commission is directed to develop
14 and distribute a listing of specific factors the regional
15 planning council should consider.

16 (2)(a) Each proposed contract to house out-of-state
17 inmates shall be submitted for review and approval in
18 substantially final form to the Correctional Privatization
19 Commission and the appropriate regional planning council if
20 approval is sought under paragraph (1)(a), or the Legislature
21 if approval is sought under paragraph (1)(b). This approval
22 must be maintained for the length of the contract.

23 (b) All contracts and contract extensions must state:

24 1. The maximum number of inmates to be housed within
25 the facility.

26 2. The per diem or other compensation to be paid.

27 3. The custody level of and crimes committed by the
28 inmates to be housed, expressed in terms substantially similar
29 to the Florida Department of Corrections standards for custody
30 levels.

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1 Approval for all contracts may be withdrawn by either the
2 Legislature or the Correctional Privatization Commission upon
3 a finding that the continued operation of the facility by the
4 agency or vendor poses a threat to public safety. Threats to
5 public safety include, but are not limited to: repeated
6 instances of escape; rioting at the facility which includes
7 occupation and control of a portion of the facility and the
8 endangering of the lives of one or more of the vendor's
9 employees or the general public; rioting which results in the
10 destruction of buildings outside the perimeter of the
11 facility; and destruction of a portion of the facility which
12 results in a perimeter which is not secure and cannot be made
13 secure again within a reasonable period of time. If approval
14 pursuant to subsection (2) is withdrawn by the Correctional
15 Privatization Commission or the Legislature as a result of a
16 finding of a threat to public safety under this paragraph, the
17 state, state agency, or private vendor that has entered into
18 the contract as the party to receive per diem or compensation
19 shall, within a reasonable period of time, safely remove all
20 inmates who are the subject of the contract to another
21 facility that has lawfully agreed to accept the inmates.

22 (c) All contracts between this state, or its agencies
23 or private vendors operating facilities for the state, and
24 other states shall expressly prohibit the release from custody
25 in this state of any inmate convicted of and currently
26 incarcerated as a result of the commission of a crime in a
27 state other than Florida.

28 (3) Prior to the approval of any contract pursuant to
29 paragraph (1)(a), the vendor or agency must receive written
30 confirmation from the Correctional Privatization Commission
31 that the following conditions have been satisfied:

1 (a) A written plan approved by the Correctional
2 Privatization Commission has been developed for the
3 coordination of law enforcement activities in response to
4 escapes or other emergency situations. Such plan must require
5 the reimbursement of all reasonable costs associated with the
6 apprehension of escapees from custody or a response to other
7 emergencies, as well as the immediate notification of the
8 Executive Director of the Correctional Privatization
9 Commission and local law enforcement agencies in the event of
10 an escape or other emergency. The plan must include the
11 written concurrence of the law enforcement agencies designated
12 to respond to escapes or other emergencies.

13 (b) An agreement has been made, in writing, which is
14 acceptable to the Correctional Privatization Commission and
15 the designated law enforcement agencies in form, substance,
16 and amount; which is effective upon the opening of the
17 institution to inmates from another state; and which
18 guarantees payment for all reasonable costs associated with
19 any escape or emergency plan.

20 (4) Private vendors seeking contract approval pursuant
21 to paragraph (1)(a) must enter into a preliminary agreement
22 with the Correctional Privatization Commission. The
23 preliminary agreement shall only become binding when the
24 authorization pursuant to paragraph (1)(a) is granted. The
25 agreement must contain provisions which impose the following
26 conditions and requirements:

27 (a) The design and construction of the facility must
28 be approved in writing by the Correctional Privatization
29 Commission as suitable for the custody classification of the
30 inmates to be housed in the facility. Information necessary
31 for a classification determination to be made by the

1 Department of Corrections shall be provided by the vendor
2 prior to the inmate entering Florida.

3 (b) The private correctional facility must receive
4 accreditation by the American Correctional Association within
5 24 months following acceptance of inmates from another state
6 and must maintain continuous accredited status thereafter.
7 Failure to obtain or maintain the accreditation required in
8 this paragraph shall result in termination of the contract.

9 (c) Training requirements, including inservice
10 training requirements, for employees of private vendors shall
11 meet or exceed the applicable requirements for similar
12 employees of the Department of Corrections or the requirements
13 mandated for accreditation by the American Correctional
14 Association, whichever are deemed more stringent in the
15 opinion of the Correctional Privatization Commission.

16 (d) The private vendor shall reimburse the reasonable
17 costs incurred by the regional planning council in approving
18 and executing the documents required by this section.

19 (e) Private vendors shall indemnify and hold harmless
20 the state, including its officials and agents, against any and
21 all liability resulting from private vendors' operation of
22 correctional facilities.

23 (f) Private vendors operating correctional facilities
24 housing inmates from another state shall submit to the
25 Correctional Privatization Commission fingerprint cards for
26 all prospective employees for the purpose of obtaining
27 criminal history background checks by the Department of Law
28 Enforcement. The Department of Law Enforcement shall provide
29 to the Correctional Privatization Commission complete Florida
30 Criminal Information Center and National Criminal Information
31 Center reports on each employee. The reasonable direct cost

1 associated with this activity shall be the responsibility of
2 the private vendors.

3 (g) Employees of private vendors operating
4 correctional facilities housing inmates from another state or
5 the Federal Government shall have the same legal authority to
6 rely on deadly and nondeadly force as do similar employees of
7 the Department of Corrections.

8 (h) Any act or failure to act by an inmate from
9 another state housed in a correctional facility in this state
10 pursuant to the provisions of this section that constitutes a
11 criminal act under the laws of this state shall be chargeable
12 as if committed by an inmate confined in a correctional
13 institution of this state.

14 Section 2. This act shall take effect upon becoming a
15 law.

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17 STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN
18 COMMITTEE SUBSTITUTE FOR
19 CS for SB 1292

20 Adds that employees of private vendors who house federal
21 government inmates, not only out-of-state inmates, have the
22 same legal authority to use deadly and non-deadly force as do
23 Department of Corrections employees.
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