

HB1019\_L.042

## SENATE COMMITTEE OF REFERENCE AMENDMENT

Committee on Judiciary.HB20-1019 be amended as follows:

1 Amend reengrossed bill, page 2, after line 1, insert:

2 "SECTION 1. In Colorado Revised Statutes, 17-1-102, amend  
3 (7.3) as follows:

4 17-1-102. **Definitions.** As used in this title 17, unless the context  
5 otherwise requires:

6 (7.3) "Private contract prison" means any private prison facility  
7 IN THIS STATE operated by a ~~county, city and county, or private~~  
8 ~~corporation located in this state~~ POLITICAL SUBDIVISION OF THIS STATE OR  
9 AN INCORPORATED OR UNINCORPORATED BUSINESS ENTITY; except that  
10 "private contract prison" does not include any local jail,  
11 multijurisdictional jail, or community corrections center.

12 Renumber succeeding sections accordingly.

13 Page 5, strike line 5 and substitute "(2)(a) and (2)(b); and add (4), (5),  
14 and (6) as follows".

15 Page 5, strike lines 10 through 19 and substitute:

16 "subdivision of the state

17 (a) without the express approval of the executive director which  
18 approval shall not be unreasonably withheld; and UPON RECEIPT OF A  
19 REQUEST BY A STATE OR ANY OF ITS POLITICAL SUBDIVISIONS.

20 (b) (3) ~~Unless the private contract prison facility or a prison~~  
21 ~~facility operated by a political subdivision is designed to meet or exceed~~  
22 ~~the appropriate security level for the inmate.~~ IN ORDER TO PROTECT THE  
23 HEALTH, SAFETY, AND OTHER INTERESTS OF COLORADO, PRIOR TO  
24 APPROVING THE REQUEST IN SUBSECTION (2) OF THIS SECTION, THE  
25 DIRECTOR SHALL ENSURE THAT THE FOLLOWING PROVISIONS ARE  
26 ADEQUATELY ADDRESSED IN THE CONTRACT OR OTHER BINDING  
27 DOCUMENT BETWEEN THE SENDING STATE, THE PRIVATE CONTRACT  
28 FACILITY, AND ANY POLITICAL SUBDIVISION IN THE STATE OF COLORADO:

29 (a) THE CUSTODY LEVEL OF THE INMATE FROM OTHER STATES  
30 DOES NOT EXCEED THE CUSTODY LEVEL PERMISSIBLE IN SECTION  
31 17-1-104.9;

32 (b) THE STAFFING LEVEL IS ADEQUATE RELATED TO THE NUMBER  
33 OF INMATES FROM THE SENDING STATE AND THE INMATES' SECURITY  
34 LEVEL;

35 (c) THERE IS NO COMMINGLING OF INMATES FROM MULTIPLE  
36 STATES OR THEIR POLITICAL SUBDIVISIONS WHO ARE CO-LOCATED AT A  
37 SINGLE PRIVATE CONTRACT PRISON FACILITY IN COLORADO;

1 (d) THE SENDING STATE HAS A PLAN TO ADEQUATELY MONITOR  
2 OPERATIONS, STAFF AND INMATE SAFETY, AND CONTRACT COMPLIANCE;

3 (e) THE CONTRACT BETWEEN THE SENDING STATE, THE PRIVATE  
4 CONTRACT PRISON FACILITY LOCATED IN COLORADO, AND ANY POLITICAL  
5 SUBDIVISION IN COLORADO INCLUDES A CLAUSE THAT INDEMNIFIES THE  
6 STATE OF COLORADO AND ANY OF ITS POLITICAL SUBDIVISIONS FROM ANY  
7 LIABILITY RELATED TO LITIGATION THAT MAY BE FILED REGARDING  
8 CONDITIONS OF CONFINEMENT, TRANSPORT, TREATMENT OF INMATES, OR  
9 ANY OTHER CAUSE OF ACTION RELATED TO THE HOUSING OF INMATES  
10 FROM OTHER STATES IN A PRIVATE CONTRACT PRISON FACILITY LOCATED  
11 IN COLORADO;

12 (f) THE CONTRACTING PARTIES PROVIDE PROOF OF ADEQUATE  
13 INSURANCE COVERAGE THAT NAMES COLORADO AND ANY OF ITS  
14 POLITICAL SUBDIVISIONS NOT A PARTY TO THE CONTRACT AS  
15 ADDITIONALLY INSURED;

16 (g) THE CONTRACT BETWEEN THE SENDING STATE, THE PRIVATE  
17 CONTRACT PRISON FACILITY LOCATED IN COLORADO, AND ANY POLITICAL  
18 SUBDIVISION IN COLORADO INCLUDES A CLAUSE THAT THE CONTRACTING  
19 PARTIES ASSUME JOINT AND SEVERAL LIABILITY FOR REIMBURSING ALL  
20 COSTS TO THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS IN THE EVENT  
21 OF ANY INCIDENT, CRIME, OR RIOT BY THE INMATES FROM OTHER STATES  
22 THAT REQUIRES THE ENGAGEMENT OF STATE OR LOCAL LAW  
23 ENFORCEMENT, CORRECTIONS, MEDICAL PERSONNEL, CRIMINAL  
24 INVESTIGATORS, PROSECUTION, OR INCARCERATION PURSUANT TO A  
25 CONVICTION IN A COLORADO COURT;

26 (h) AN INMATE FROM ANOTHER STATE SHALL NOT BE  
27 TRANSFERRED TO A PRIVATE CONTRACT PRISON FACILITY IN COLORADO IF  
28 HE OR SHE IS WITHIN TWELVE MONTHS OF HIS OR HER ELIGIBLE RELEASE  
29 DATE;

30 (i) THERE IS AN ADEQUATE PLAN TO PROVIDE FOR THE MEDICAL  
31 AND MENTAL HEALTH CARE OF THE INMATES FROM OTHER STATES WHO  
32 ARE HOUSED IN A PRIVATE CONTRACT PRISON FACILITY IN COLORADO; AND

33 (j) SUCH OTHER CRITERIA FOR THE PROTECTION OF THE HEALTH,  
34 SAFETY, AND LIABILITY INTERESTS OF THE STATE OF COLORADO AS  
35 DEVELOPED BY THE EXECUTIVE DIRECTOR.

36 (4) THE SENDING STATE IS SOLELY RESPONSIBLE FOR MONITORING  
37 THE DAY-TO-DAY FACILITY OPERATIONS, TRANSPORT, PROGRAMMING,  
38 SERVICE DELIVERY, AND CONDITIONS OF CONFINEMENT IN A PRIVATE  
39 CONTRACT FACILITY IN COLORADO THAT HOUSES INMATES FROM THE  
40 SENDING STATE.

41 (5) THE SENDING STATE AND THE PRIVATE CONTRACT PRISON  
42 FACILITY SHALL PROVIDE THE EXECUTIVE DIRECTOR WITH INFORMATION  
43 OR DATA NEEDED TO ENSURE COMPLIANCE WITH THIS SECTION.

1           (6) UPON A VIOLATION OF THIS SECTION, THE EXECUTIVE DIRECTOR  
2 MAY RESCIND HIS OR HER APPROVAL PURSUANT TO SUBSECTION (2) OF  
3 THIS SECTION AND MUST PROVIDE AT LEAST SIXTY DAYS' NOTICE TO THE  
4 CONTRACTING PARTIES OF THE RESCISION."

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