

SENATE CS FOR CS FOR HOUSE BILL NO. 53(FIN) am S

IN THE LEGISLATURE OF THE STATE OF ALASKA

TWENTIETH LEGISLATURE - SECOND SESSION

BY THE SENATE FINANCE COMMITTEE

Amended: 3/31/98

Offered: 3/26/98

Sponsor(s): REPRESENTATIVE MULDER

A BILL

FOR AN ACT ENTITLED

1 "An Act expressing legislative intent without the force of law concerning
2 correctional facility space and the Cleary v. Smith case; adding, as a general
3 power of municipalities, the power to provide for, and enter into agreements
4 concerning the confinement and care of prisoners; relating to authorizing the
5 Department of Corrections to enter into agreements to lease facilities for the
6 confinement and care of prisoners with the City of Delta Junction and with the
7 Municipality of Anchorage; and providing for an effective date."

8 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

9 * **Section 1. LEGISLATIVE INTENT.** (a) It is the intent of the legislature to work with
10 the Department of Corrections to reduce the population in state prisons.

11 (b) The legislature recognizes the February 5, 1998, order by the superior court in
12 Cleary v. Smith, 3AN-S81-5274 Civ.

13 (c) The legislature appreciates and understands the court's analysis of the Department

1 of Corrections' submission of December 19, 1997.

2 (d) The legislature expects the governor to direct the attorney general to undertake all
3 available means to dissolve or modify the settlement agreements, orders, and decisions in
4 Cleary v. Smith, 3AN-S81-5274 Civ.

5 (e) The legislature intends to support the commissioner of corrections' actions to
6 secure additional capacity for the confinement and care of persons held under authority of
7 state law by

8 (1) acquiring additional capacity at reasonably priced community residential
9 centers;

10 (2) acquiring additional capacity in reasonably priced out-of-state facilities
11 under the authority granted in AS 33.30.031;

12 (3) using community jails more extensively as a temporary relief of
13 overcrowding of state institutions;

14 (4) using other reasonable and cost effective alternatives to confinement
15 reviewed and approved by the legislature.

16 * **Sec. 2.** AS 29.35.010 is amended by adding a new paragraph to read:

17 (15) provide facilities or services for the confinement and care of
18 prisoners and enter into agreements with the state, another municipality, or any person
19 relating to the confinement and care of prisoners.

20 * **Sec. 3.** AS 29.35.020(a) is amended to read:

21 (a) To the extent a municipality is otherwise authorized by law to exercise the
22 power necessary to provide the facility or service, the municipality may provide
23 **facilities for the confinement and care of prisoners,** parks, playgrounds, cemeteries,
24 emergency medical services, solid and septic waste disposal, utility services, airports,
25 streets (including ice roads), trails, transportation facilities, wharves, harbors and other
26 marine facilities outside its boundaries and may regulate their use and operation to the
27 extent that the jurisdiction in which they are located does not regulate them. A
28 regulation adopted under this section must state that it applies outside the municipality.

29 * **Sec. 4. AUTHORIZATION TO LEASE CORRECTIONAL FACILITY SPACE WITH**
30 **THIRD-PARTY CONTRACTOR OPERATION.** (a) To take advantage of the unique
31 opportunity to use surplus military facilities on the road system that are becoming available

through the United States Army's realignment of Fort Greely's mission, to prevent and ameliorate economic hardship in the Delta region occasioned by that realignment and the consequent reduction in forces and civilian employment at Fort Greely, and to relieve overcrowding of existing correctional facilities within the state and the extensive use of out-of-state correctional facilities to house Alaska inmates, the Department of Corrections may enter into an agreement with the City of Delta Junction to lease space within a correctional facility in buildings currently located on the realigned Fort Greely military reservation that will house persons who are committed to the custody of the commissioner of corrections. The agreement must provide that the state agrees to lease the space for a minimum of 20 years.

(b) The agreement to lease entered into under this section is predicated on and must provide for an agreement between the City of Delta Junction and a private third-party contractor under which the private third-party contractor operates the facility by providing for custody, care, and discipline services for persons held by the commissioner of corrections under authority of state law. The commissioner of corrections shall require in the agreement with the City of Delta Junction that the City of Delta Junction procure the private third-party operator through a process similar to the procedures established in AS 36.30 (State Procurement Code).

(c) The authorization given by (a) of this section is subject to the following conditions:

- (1) the lease must provide a minimum of 800 prison beds;
- (2) the agreement to lease must contain terms providing that the commissioner of corrections may terminate for cause a contract with a private third-party contractor operating the facility in accordance with the provisions of (b) of this section;
- (3) the commissioner may not enter into an agreement with an agency unable to provide or cause to be provided a degree of custody, care, and discipline similar to that required by the laws of this state.

*** Sec. 5. AUTHORIZATION TO LEASE CORRECTIONAL FACILITY SPACE WITH MUNICIPALITY OF ANCHORAGE.** (a) To relieve overcrowding of existing correctional facilities in the state, the extensive use of out-of-state correctional facilities, and the specific overcrowding of Anchorage pretrial facilities, the Department of Corrections may enter into a lease agreement with the Municipality of Anchorage for a new Anchorage jail facility.

1 (b) The authorization given by (a) of this section is subject to the following
2 conditions:

3 (1) the lease may provide for a maximum of 400 beds;

4 (2) the capital cost may not exceed \$146,000 per bed and a total of
5 \$56,000,000;

6 (3) the annual lease payment may not exceed \$16,700 per bed and a total of
7 \$6,400,000, with a total lease payment over the 20-year lease not to exceed \$128,000,000;

8 (4) the initial additional annual operating cost of the facility may not increase
9 more than \$6,000,000 as a result of replacement;

10 (5) the agreement to lease must contain terms providing that the commissioner
11 of corrections may terminate for cause any contract for operating the facility;

12 (6) to limit costs for transporting prisoners from Anchorage, the location
13 selected for the replacement jail facility must be located within one mile of the courthouse in
14 Anchorage or within one mile of the Cook Inlet Pretrial Facility.

15 * **Sec. 6.** APPLICABILITY. The provisions of AS 33.30.031(a) do not apply to an
16 agreement to lease a correctional facility in accordance with the provisions of sec. 4 of this
17 Act.

18 * **Sec. 7.** This Act, this Act takes effect immediately under AS 01.10.070(c).