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ALBRITTON AMENDMENT TO SB302

On page 20, after line 3, insert a new subdivision (4) as follows and renumber the subsequent subsections accordingly:

(4) In addition to any rent or lease payments to be made by the department, any lease with the department shall require the department to be responsible for all operation, maintenance, upkeep, and liability for the facility and surrounding premises throughout the term of the lease including any renewals thereof. The department shall also be financially and legally responsible throughout the term of the lease and any renewals for all prisoners residing in the facility and all personnel working within the facility.

On page 20, line 14, delete "Rent may not exceed" and insert in lieu thereof the following:

The annual rent payment shall be

On page 21, line 14, after the period, insert:

Notwithstanding the foregoing, in the event a prison facility becomes uninhabitable, the department may move

inmates to other facilities; however, the terms and conditions of the lease shall remain unchanged and lease payments shall continue uninterrupted.