

1. AGREEMENT NUMBER J-A37-M-087		2. EFFECTIVE DATE 8/1/82		3. REQUISITION/PURCHASER/REQUEST NO.		4. CONTROL NO.	
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER SUPPORT DIVISION CONTRACTS BRANCH 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102				6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) Baltimore City Jail 401 E. Eager Street Baltimore, MD 21202		FACILITY CODE(S) 3AC	
7. APPROPRIATION DATA 1531020				Contact Person : [REDACTED] Area Code & Telephone No. ▶ [REDACTED]		b6/b7C	
8. ITEM NO.		9. SUPPLIES/SERVICES		10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
1.		This Agreement is for the housing, safekeeping, and subsistence of adult Federal prisoners in accordance with the contents set forth herein.					
2.		This Agreement consists of: A. Face page, Form USM-241 B. Agreement Schedule (pp.2-5)		Annual Estimated 14,400	PDs	Fixed Rate \$39.94	\$575,136
						TOTAL	\$575,136
14. AGENCY CERTIFYING <i>To the best of my knowledge and belief, data submitted in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.</i>				15. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER <i>(Signature)</i> Paul J. Davis Name (Type or Print) Warden Date 2/14/83 <i>(Signature)</i> Date Name (Type or Print) Title			
16. TYPE OF USE <input type="checkbox"/> Hold Over <input checked="" type="checkbox"/> Regular Support <input type="checkbox"/> Seasonal Support <input type="checkbox"/> Other		17. PRISONER TYPE TO BE INCLUDED UNSENTENCED SENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Juvenile Female <input checked="" type="checkbox"/> Aliens <input type="checkbox"/> Work Release <input type="checkbox"/> YCA Male <input type="checkbox"/> YCA Female		19. This Negotiated Agreement Is Hereby Approved And Accepted For THE UNITED STATES OF AMERICA BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE BY <i>J. B. Enders</i> SIGNATURE OF AUTHORIZING OFFICIAL			
18. LEVEL OF USE <input type="checkbox"/> Minimum <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Major		20. ANTICIPATED ANNUAL USAGE UNSENTENCED SENTENCED ALIENS TOTAL No. of Prisoners Prisoner Days Guard Hours		21. NAME OF AUTHORIZING OFFICIAL (Type or Print) Joseph B. Enders		DATE SIGNED 1/12/83	

AGREEMENT SCHEDULE
(SUPPORT OF U.S. PRISONERS)

J-A37-M-087

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ARTICLE I - PURPOSE

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the U.S. Marshals Service and other federal user agencies (the government) and Baltimore, MD (the City) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Baltimore City Jail (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The City agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.
2. The City will provide in-house medical care for federal prisoners at no additional charge to the per diem rate. However, if a federal prisoner is required to go to a hospital, the cost for hospitalization will be paid for by the government at the current hospital rate and the City will not charge the government the per diem rate. The government will also pay for all medical charges for federal prisoners while confined in the hospital.

The City will not charge the government for any additional security, as long as the federal prisoner is housed in the jail security ward at the Baltimore City Hospital. However, if a federal prisoner requires special treatment, or if the security ward is filled, the government will pay for the additional security personnel at the current rate of pay at time and one half.

3. The City agrees to notify the U.S. Marshal as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

ARTICLE III - RECEIVING AND DISCHARGE

1. The City agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
2. The City agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are remanded to custody by a U.S. Marshal may only be released to a U.S. Marshal or an agent specified by the U.S. Marshal of the Judicial District.
3. Government user agencies agree to maintain federal prisoner population levels at or below the level established by the facility administrator. The facility administrator may establish levels for each user agency.
4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical or emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

AGREEMENT SCHEDULE
(SUPPORT OF U.S. PRISONERS)

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ARTICLE IV - PERIOD OF PERFORMANCE

This Agreement shall be in effect for a minimum of five (5) years and the terms of the Cooperative Agreement are met. After the five year period is over, this agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the City may suspend or restrict the use of the facility by any or all federal agencies by giving written notice to the U.S. Marshal and the affected user agency. Such notice will be provided 30 days in advance or the effective date of formal termination and at least two weeks in advance of a suspension of restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE V - ECONOMIC PRICE ADJUSTMENT

1. Payment rates shall be established on the basis of actual costs associated with the operation of the facility during a recent annual accounting period or upon an approved annual operating budget.
2. The rate may be renegotiated not more than once per year, after the Agreement has been effective for twelve months.
3. The City may initiate a request for a rate increase or decrease by notifying the U.S. Marshal in writing at least 60 days prior to the desired effective date of the adjustment. Each rate adjustment submitted must include a completed Basic Data Sheet and Certification Form available from the U.S. Marshal. The City agrees to provide additional cost information to support a rate increase and to permit an audit of accounting records upon request of the Marshals Service.
4. Criteria used to evaluate the increase or decrease in the per-capita rate shall be those specified in the federal cost standards for contracts and grants with State and local governments issued by the Office of Management and Budget.
5. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a Marshals Service Contracting Officer. The effective date will be established on the first day of a month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the U.S. Marshal.
6. Unless other justifiable reasons can be documented by the City, per diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

AGREEMENT SCHEDULE

(SUPPORT OF U.S. PRISONERS)

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ARTICLE VI - FINANCIAL PROVISIONS

1. The billing addresses of the agencies using this facility are as follows:

U.S. Marshal
101 W. Lombard Street
Room 605
Baltimore, MD 21201

Community Programs Manager
Bureau of Prisons
101 W. Lombard Street
Room 601
Baltimore, MD 21201

PH: (301) 962-2220

PH: (301) 962-3250

Regional Administrator
Immigration & Naturalization Service
Federal Building
Burlington, VT 05401

PH: (802) 951-6253

2. The government shall reimburse the City at the fixed rate(s) identified on page one of the agreement. The rate(s) cover one person per prisoner day. The government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The City may bill for the day of arrival but not for the day of departure.
3. The City shall bill each federal agency for prisoner services provided on a monthly basis. Monthly billing shall list each federal prisoner, the specific dates of confinement for each, and the total days to be reimbursed, the agreed upon rate per day, and the total amount billed (total days multiplied by the rate per day).

ARTICLE VII - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the Marshals Service to furnish excess federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the Marshals Service and shall be returned to the custody of the Marshals Service upon termination of the agreement.
2. The City agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable property and to immediately report the loss or destruction of accountable property to the U.S. Marshal. Annual inventory reports will be provided by the City to the U.S. Marshal.
3. The suspension of use or restriction of bed space made available to the Marshals Service are agreed to be grounds for the recall and return of any or all government furnished property.
4. The dollar value of property provided each year will not exceed the annual dollar payment made by the Marshals Service for prisoner support.

AGREEMENT SCHEDULE

(SUPPORT OF U.S. PRISONERS)

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ARTICLE VIII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by the U.S. Marshals Service contracting officer and submitted to the City on form USM 241a for approval.
2. Disputes, questions or concerns pertaining to this agreement will be resolved between the U.S. Marshal and the appropriate City official. Unresolved issues are to be directed to the Chief, Prisoner Support Division, U.S. Marshals Service Headquarters.

ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

1. The City agrees to allow periodic inspections of the facility by U.S. Marshals Service Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement and levels of services.
2. The Marshals Service will endeavor to provide or acquire technical training and management assistance from other federal, state or local agencies or national organizations upon the request of the facility administrator.

MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT

1. MODIFICATION NO. One (1)	2. EFFECTIVE DATE 10/1/83	3. REQUISITION/PURCHASE REQUEST NO. 0263-A37-83	4. CONTROL NO.
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER SUPPORT DIVISION PROGRAM ADMINISTRATION BRANCH 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102		6. ADMINISTERED BY (If other than block 5)	

7. GOVERNMENT ENTITY Baltimore City Jail 401 East Eager Street Baltimore, Maryland 21202 <small>(Street, city, county, state, and ZIP Code)</small>	FACILITY CODE 3AC	8. MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT NUMBER. J-A37-M-087 DATED February 14, 1983
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9. ACCOUNTING AND APPROPRIATION DATA (If required)
1541020

COPY

10. DESCRIPTION OF MODIFICATION

The purpose of this Modification is to incorporate the provisions stated in Cooperative Agreement No. 16-37-83. Accordingly, the Intergovernmental Agreement is changed as follows:

On Page 2 of 5, under ARTICLE III - RECEIVING AND DISCHARGE, Add:

5. The City guarantees the availability of ninety (90) bed spaces for the government user agencies in accordance with the conditions set forth in U.S. Marshals Service Cooperative Agreement No. 16-37-83.

On Page 3 of 5, under ARTICLE-IV - PERIOD OF PERFORMANCE, the first two sentences are modified to read as follows:

This Agreement shall be in effect for a minimum of ten (10) years commencing on the date of completion of the projects. After the ten year period is over, this Agreement shall be in effect indefinitely until terminated in writing by either party.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

11. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> LOCAL GOVT. IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U. S. MARSHAL			
12. LOCAL GOVERNMENT BY <u>Paul J. Davis</u> <small>(Signature of person authorized to sign)</small>		14. UNITED STATES OF AMERICA BY <u>J. B. Enders</u> <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) Paul J. Davis, Warden	16. DATE SIGNED 1/23/84	15. NAME OF CONTRACTING OFFICER (Type or print) Joseph B. Enders	18. DATE SIGNED 11/21/83

MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT

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1. MODIFICATION NO. One (1)	2. EFFECTIVE DATE 8-1-83	3. REQUISITION/PURCHASE REQUEST NO. 0263-A37-83	4. CONTROL NO.
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER SUPPORT DIVISION 1-TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102		6. ADMINISTERED BY (If other than block 5)	

7. GOVERNMENT ENTITY <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> Baltimore City Jail 401 East Eager Street Baltimore, Maryland 21202 </div> <small>(Street, city, county, state, and ZIP Code)</small>	FACILITY CODE 3AC	8. MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT NUMBER. J-A37-M-087 DATED February 14, 1983
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9. ACCOUNTING AND APPROPRIATION DATA (If required)
COPY

1531020

10. DESCRIPTION OF MODIFICATION

The purpose of this modification is to incorporate the provisions stated in Cooperative Agreement Number 16-37-83. Accordingly, the Intergovernmental Agreement is changed as follows:

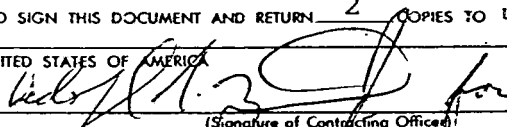
ARTICLE III - RECEIVING AND DISCHARGE; Add:

5. The City guarantees the availability of ninety (90) bed spaces for the government user agencies in accordance with the conditions set forth in U.S. Marshals Service Cooperative Agreement Number 16-37-83, which will be executed on the same date as this modification.

ARTICLE IV - PERIOD OF PERFORMANCE; Change:

This Agreement shall be in effect for a minimum of fifteen (15) years and the terms of the Cooperative Agreement are met. After the fifteen year period is over, this Agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the City may suspend or restrict the use of the facility by any or all federal agencies by giving written notice to the U.S. Marshal and the affected user agency. Such notice will be provided 30 days in advance of the effective date of formal termination and at least two weeks in advance of a suspension of restriction of use unless an emergency situation requires the immediate relocation of prisoners.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

11. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> LOCAL GOVT. IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U. S. MARSHAL			
12. LOCAL GOVERNMENT BY _____ <small>(Signature of person authorized to sign)</small>	14. UNITED STATES OF AMERICA BY  <small>(Signature of Contracting Officer)</small>		
13. NAME AND TITLE OF SIGNER (Type or print) Paul J. Davis, Warden	16. DATE SIGNED	15. NAME OF CONTRACTING OFFICER (Type or print) Joseph B. Enders	16. DATE SIGNED JUL 20 1983

MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT

1. MODIFICATION NO. Two (2)	2. EFFECTIVE DATE 9/1/86	3. REQUISITION/PURCHASE REQUEST NO. 0224-A37-86	4. CONTROL NO.
5. ISSUING OFFICE <small>CODE</small> UNITED STATES MARSHALS SERVICE OPERATIONS SUPPORT DIVISION PROGRAM ADMINISTRATION BRANCH 1 TYSONS CORNER CENTER MCLEAN, VIRGINIA 22102		6. ADMINISTERED BY (If other than block 5) <small>CODE</small>	
7. GOVERNMENT ENTITY <small>(Street, city, county, state, and ZIP Code)</small> Baltimore City Jail 401 East Eager Street Baltimore, Maryland 21202		FACILITY CODE 3AC	8. MODIFICATION OF INTERGOVERNMENTAL SERVICE AGREEMENT NUMBER. J-A37-M-087 DATED 1/12/83

9. ACCOUNTING AND APPROPRIATION DATA (If required)

COPY

10. DESCRIPTION OF MODIFICATION

The purpose of this Modification is to increase the period of years from ten (10) years to eleven (11) years for Cooperative Agreement No. 16-37-83, as set forth below:

- On page 3 of 5, under Article IV - Period of Performance, delete "ten (10)" and insert "eleven (11)."

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

11. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> LOCAL GOVT. IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U. S. MARSHAL			
12. LOCAL GOVERNMENT BY <u>Paul J. Davis</u> <small>(Signature of person authorized to sign)</small>		14. UNITED STATES OF AMERICA BY <u>J. B. Enders</u> <small>(SIGNATURE OF AUTHORIZING OFFICIAL)</small>	
13. NAME AND TITLE OF SIGNER (Type or print) Paul J. Davis, Warden	16. DATE SIGNED 12/9/86	15. NAME OF AUTHORIZING OFFICIAL (Type or print) JOSEPH B. ENDERS	16. DATE SIGNED 9/4/86

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Four (4)		2. EFFECTIVE DATE OF MODIFICATION July 1, 1991	
3. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMY NAVY DRIVE, SUITE 1090 ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Dept. of Public Safety/Corr. Div. of Pre-Trial Detention Baltimore City Detention Ctr. 401 East Eager Street Baltimore, Maryland 21201		5. IGA NO. J-A37-M-087
			6. FACILITY CODE(S) 3AC
7. ACCOUNTING CITATION 15X1020		8. ESTIMATED ANNUAL PAYMENT \$1,642,500.00	

9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to increase the jail day rate from \$45.00 to \$50.00.

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10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL
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11. APPROVALS:

<p>A. LOCAL GOVERNMENT</p> <p><i>[Signature]</i> _____ Signature</p> <p><i>Secy</i> _____ TITLE</p> <p><i>07/05/91</i> _____ DATE</p>	<p>B. FEDERAL GOVERNMENT</p> <p><i>[Signature]</i> _____ Signature</p> <p>Contract Specialist Program Administration Branch <i>6/27/91</i> _____ TITLE DATE</p>
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Modification of Intergovernmental Agreement

1. MODIFICATION NO. Five (5)		2. EFFECTIVE DATE OF MODIFICATION May 1, 1993	
3. ISSUING OFFICE U. S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	4. LOCAL GOVERNMENT Baltimore City Detention Center Department of Public Safety 401 East Eager Street Baltimore, MD 21201		5. IGA NO. J-A37-M-087
			6. FACILITY CODE(S) 3AC
7. ACCOUNTING CITATION 15X1020		8. ESTIMATED ANNUAL PAYMENT N/A	

9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this Modification is to add several clauses, as set forth below:

- On Page 2 of 5, under ARTICLE II, add the following paragraphs as follows:
 - "4. When a federal prisoner is being transferred via the airlift he/she will be provided with three/seven days of prescription medication which will be dispensed from the detention facility. When possible, generic medications shall be prescribed.
 - 5. Medical records must travel with the federal prisoner. If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved.
 - 6. Federal prisoners will not be charged and are not required to pay their own medical expenses. These expenses will be paid by the Federal Government.

COPY

10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL
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11. APPROVALS:

A. LOCAL GOVERNMENT LaMont W. Flanagan <i>Signature</i> Commissioner TITLE 12/10/93 DATE		B. FEDERAL GOVERNMENT Vicki Lipov <i>Signature</i> Contracting Officer TITLE 11/24/93 DATE	
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* U.S. Government Printing Office 1992-312-327/61903

Intergovernmental Service Agreement Schedule

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7. The Local Government agrees to notify the U.S. Marshal as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility."

2. On Page 5 of 5, add ARTICLE X as follows:

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ARTICLE X - AVAILABILITY OF FUNDS

The Federal Government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment can be made and no legal liability on the part of the Government for any payment may arise until such funds are available.

3. On Page 5 of 5, add ARTICLE XI, as follows:

ARTICLE XI - MISCELLANEOUS

1. PRISONER PROPERTY DISPOSAL. The Local Government shall be responsible to the extent of their policy and procedures in effect at the time of this modification. The existing policy at the Baltimore City Detention Center is as follows:

The designee noted by the federal prisoner shall be notified by mail at the location indicated by the federal prisoner, that their property has been left in the Baltimore City Detention Center's possession and must be picked up within thirty (30) days, once the federal prisoner is removed from the detention facility and will not return.

2. PRISONER CURRENCY. The Local Government shall furnish a check or money order to federal prisoners for cash in their possession, or in their account, once they are removed from the detention facility and will not return.