Unit. 1 States Department of Justice
United States Marshals Service

Intergovernmen ervice Agreement
Housing of Federal Prisoners

1. AGREEMENT NUMBER	2. EFFECTIVE DATE	3. REQUISITION/PURCHASER/REQUEST NO.	4. CONTROL NO.
J-A83-M-671	6 / 1 / 88	0137-A83-88	

5. ISSUING OFFICE

UNITED STATES MARSHALS SERVICE
OPERATIONS SUPPORT DIVISION
PROGRAM ADMINISTRATION BRANCH
1-TYSONS CORNER CENTER
MCLEAN, VIRGINIA 22102

6. GOVERNMENT ENTITY

NAME AND ADDRESS *(Street, city, county, State and ZIP code)*

Gloucester County Sheriff's Department
P.O. Box 597
Gloucester, Virginia 23061

FACILITY CODE(S): 3PT

Contact Person: Richard Stanaway, Sheriff
Area Code & Telephone No. ▶ (804) 693-3890

7. APPROPRIATION DATA

1581020

8. ITEM NO.	9. SUPPLIES/SERVICES	10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
	This Agreement is for the housing, safekeeping and subsistence of adult male and female Federal prisoners including guard services in accordance with the contents set forth herein.	ESTIMATED USMS PRISONER DAYS/YR.		FIXED RATE	ESTIMATED ANNUAL PAYMENT
		500	PDs	$44.00	$22,000
		ESTIMATED GUARD HOURS/YR			
		100	HRs	$10.00	$ 1,000

14. *AGENCY CERTIFYING*

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.

15. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER

Robin P. Stanaway — Date Nov 4, 1988
(Signature)
Robin P. Stanaway — Sheriff
Name *(Type or Print)* — Title

(Signature) — Date
Name *(Type or Print)* — Title

16. TYPE OF USE

- ☐ Hold Over
- ☒ Regular Support
- ☐ Seasonal Support
- ☐ Other

17. PRISONER TYPE TO BE INCLUDED

UNSENTENCED	SENTENCED
☒ Adult Male	☒ Adult Male
☒ Adult Female	☒ Adult Female
☐ Juvenile Male	☐ Juvenile Male
☐ Juvenile Female	☐ Juvenile Female
☐ Aliens	☐ Work Release
	☐ YCA Male
	☐ YCA Female

18. LEVEL OF USE

- ☐ Minimum
- ☒ Medium
- ☐ Major

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 J B Enders
(SIGNATURE OF CONTRACTING OFFICER)

20. ANTICIPATED ANNUAL USAGE

	UNSENTENCED	SENTENCED	ALIENS	TOTAL
No. of Prisoners				
Prisoner Days	500	100		600
Guard Hours	100			100

21. NAME OF AUTHORIZING OFFICIAL *(Type or Print)*

JOSEPH B. ENDERS

22. DATE SIGNED

6 / 15 / 88

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

FORM USM-241
(Rev. 6/20/83)
GPO 900-468

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 Federal Government) and Gloucester County, Virginia (the Local Government) for the detention of persons charged with or convicted of violations of Federal law or held as material witnesses (federal prisoners) at the Gloucester County Jail (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The Local Government 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 Local Government agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government.

3. The Local Government 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 Local Government 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 Local Government 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. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.

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.

ARTICLE IV - PERIOD OF PERFORMANCE

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 Local Government may suspend or restrict the use of the facility by giving written notice to the U.S. Marshal. 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 or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE V - PER-DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per-diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period or as provided for in an approved annual operating budget for detention facilities.

2. The Federal Government shall reimburse the Local Government at the fixed day rate identified on page 1 of the Agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve months.

3. The rate covers One (1) person per "prisoner day". The Federal Government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival but not for the day of departure.

4. When a rate increase is desired, the Local Government shall submit a written request to the U.S. Marshal at least 60 days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost and Pricing Data Sheet which can be obtained from the U.S. Marshal. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the U.S. Marshal.

5. Criteria used to evaluate the increase or decrease in the per-diem 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.

6. 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.

7. Unless other justifiable reasons can be documented by the Local Government, per-diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the Federal Agencies listed below for certification and payment.

United States Marshal
P.O. Box 20227
Alexandria, Virginia 22313

Phone: (703) 235-2713

Bureau of Prisons, CPM
P.O. Box 1896, Parcel Post Building
1100 East Main Street
Richmond, Virginia 23215

Phone: (804) 7712895

2. To constitute a proper monthly invoice, the name of each Federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per-diem rate, and the total amount billed (total days multiplied by the rate per day) shall be listed). The name, title, complete address and phone number of the Local Official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date payment is made.

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 Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of U.S. Marshals Headquarters. The loss or destruction of any such excess property shall be immediately reported to the U.S. Marshal and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of $1,000.00 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.

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.

5. It is understood and agreed that the Local Government shall fully defend, indemnify and hold harmless the United States of America, its officers, employees, agents and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation or handling of any property (to include vehicles, equipment and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

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 Local Government 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 local Government official. Unresolved issues are to are to be directed to the Chief, Operations Support Division, U.S. Marshals Service Headquarters.

ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

1. The Local Government 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.

ARTICLE X - GUARD SERVICES

1. The Local Government agrees, upon request of the federal agency in whose custody a prisoner is held, to provide:

a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care; and

b. Transportation and stationary guard services for federal prisoners committed to a medical facility.

2. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures and practices. The Local Government agrees to augment such practices as may be requested by the U.S. Marshal to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.

3. The user government agency agrees to reimburse the Local Government for guard services at the rate established on page one (1) of this agreement.

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
One (1)	07-144	March 1, 2007

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. MARSHALS SERVICE WITNESS SECURITY & PRISONER OPERATIONS DIVISION WASHINGTON, D.C. 20530-1000 Attn: Renita L. Barbee	Chesapeake City Jail P.O. Box 15125 Chesapeake, Virginia 23320	83-99-0148 7. FACILITY CODE(S) 3BS

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	$ N/A

10. 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 agreement is to add the D.C. Department of Corrections to the IGA as a rider.

The Chesapeake City Jail will bill the D.C. Department of Corrections directly, at 1923 Vermont Avenue NW -112, Washington, D.C. 20001, Attention: Patricia Britton.

No other terms and conditions of this agreement, are affected by this modification. All other terms and conditions shall remain the same in accordance with the terms of the current IGA.

11. **INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:**

A. ☒ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT

B. ☐ LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U.S. MARSHAL

12. APPROVAL

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
Signature	Renita L Barbee *Signature*
TITLE:	TITLE: Grants Analyst
DATE:	DATE: 2/12/07

HQ USE ONLY

Form USM-241aUSMS
(Rev. 3/99)

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. EFFECTIVE DATE OF MODIFICATION
Two (2)	August 1, 1993

3. ISSUING OFFICE	4. LOCAL GOVERNMENT	5. IGA NO.
U.S. MARSHALS SERVICE PROCUREMENT DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210	Gloucester County Sheriff's Dept. P.O. Box 587 Gloucester, VA 23061	J-A83-M-671 6. FACILITY CODE(S) 3PT

7. ACCOUNTING CITATION	8. ESTIMATED ANNUAL PAYMENT
15X1020	Add'l. $32,901

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 establish transportation and guard services to the U.S. Courthouse at the rate of $19.04 per hour per guard and $ .25 per mile, and incorporate an escape clause, as set forth below:

1. On Page 1 of 5, under ARTICLE II, add Paragraph 4., as follows:

"4. 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."

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

A.	B.
☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	☒ LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U.S. MARSHAL

11. APPROVALS:

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
Signature	Vicki Lipov Signature
SHERIFF TITLE	Contracting Officer TITLE
9/13/93 DATE	9/10/93 DATE

Form USM-241a
(Rev. 9/91)

USMS HQ USE ONLY

* U.S Government Printing Office1992- 312-327/61903

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

ARTICLE XI - TRANSPORTATION AND GUARD SERVICES

1. The Local Government agrees upon request of the U.S. Marshal in whose custody a prisoner is held, to provide transportation and escort guard services for Federal prisoners housed at their facility to and from the U.S. Courthouse in Richmond and Norfolk, Virginia. The Local Government agrees to the following:

(a) Transportation and escort guard services will be performed by [redacted] qualified officers employed by the Local Government under their policies, procedures and practices, and will augment such practices as may be requested by the U.S. Marshal to enhance specific requirements for security, prisoner monitoring, and contraband control;

b2

(b) Upon arrival at the Courthouse, transportation and escort guards will turn Federal prisoners over to Deputy U.S. Marshals only upon presentation by the Deputy of proper law enforcement credentials; and

(c) The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the U.S. Marshal who will provide the prisoner's name, the U.S. Courthouse, and the date prisoner is to be transported.

2. Each prisoner will be restrained in hand cuffs, waist chains and leg irons during transportation.

3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures and practices. The Local Government agrees to augment such practices as may be requested by the U.S. Marshal to enhance specific requirements for security, prisoner monitoring, visitation and contraband control.

4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the U.S. Marshals Service. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to Federal prisoners on behalf of the U.S. Marshals Service.

Intergovernmental Service Agreement Schedule	IGA No. J-A83-M-671	Page No. 3 of 3

5. Furthermore, the Local Government agrees to hold harmless and indemnify the U.S. Marshals Service, and its officials in their official and individual capacities from any liability, including third party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting Federal prisoners on behalf of the U.S. Marshals Service.