United States Department of Justice
United States Marshals Service

MAY 5 REC'D

Intergovernmental Service Agreement
Housing of Federal Prisoners

1. AGREEMENT NUMBER	2. EFFECTIVE DATE	3. REQUISITION/PURCHASER/REQUEST NO.	4. CONTROL NO.
J-A83-M-065	7/1/83	0156-A83-83	

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)*
Portsmouth City Jail
701 Crawford Parkway
Portsmouth, VA. 23704

FACILITY CODE(S) 3C7

Contact Person [redacted]
Area Code & Telephone No. ▶ [redacted]

b6/
7C

7. APPROPRIATION DATA

1531020

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 juvenile and adult Federal prisoners and guard escort services, as necessary in accordance with the contents set forth herein.	ANNUAL ESTIMATED		FIXED RATE	ESTIMATED ANNUAL PAYMENT
2.	This Agreement consists of:				
	A. Face page, Form USM-241	225	PDs	$30.00	$6,750
	B. Agreement Schedule, pp. 2-5	25	GHs	8.00	200
				TOTAL	$6,950

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

Gary W Waters *(Signature)* Date 4/29/83
GARY W WATERS — Name *(Type or Print)*
SHERIFF — 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 AUTHORIZING OFFICIAL

20. ANTICIPATED ANNUAL USAGE

	UNSENTENCED	SENTENCED	ALIENS	TOTAL
No. of Prisoners				
Prisoner Days	225	75	50	350
Guard Hours				

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

DATE SIGNED
APR 22 1983

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

GOVERNMENT EXHIBIT
13-A
2:00CR93

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 Portsmouth City (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 Portsmouth 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 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 government.

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 of 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 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.

ARTICLE VI - FINANCIAL PROVISIONS

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

United States Marshal
P.O. Box 1181
Norfolk, Virginia 23501

Phone: (804) 441-6792

Community Programs Manager
Bureau of Prisons
P.O. Box 1896
Richmond, Virginia 23215

Phone: (804) 771-2895

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

Phone: (802) 951-6245

2. The government shall reimburse the City at the fixed rates identified on page one of the agreement. The rates 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 or 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.

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.

ARTICLE X - GUARD SERVICES

1. The City 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 City under their policies, procedures and practices. The City 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 City for guard services at the rate established on page one (1) of this agreement.