# Intergovernmental Service Agreement

## Housing of Federal Prisoners

### 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

### 6. GOVERNMENT ENTITY

NAME AND ADDRESS

Baltimore City Jail

401 E. Eager Street

Baltimore, MD 21202

### 7. APPROPRIATION DATA

1531020

### 8. ITEM NO.

<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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</tr>
<tr>
<td>This Agreement is for the housing, safekeeping, and subsistence of adult Federal prisoners in accordance with the contents set forth herein.</td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
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<tr>
<td>This Agreement consists of:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Face page, Form USM-241</td>
<td>Annual</td>
<td>Estimated</td>
<td>Fixed Rate</td>
<td>$39.94</td>
</tr>
<tr>
<td>B. Agreement Schedule (pp.2-5)</td>
<td>14,400 PDs</td>
<td></td>
<td>$39.94</td>
<td>$575,136</td>
</tr>
</tbody>
</table>

### 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

Paul L. Davis

Warden

Name (Type or Print) Title

Date 2/14/83

### 16. TYPE OF USE

<table>
<thead>
<tr>
<th>17. PRISONER TYPE TO BE INCLUDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Hold Over</td>
</tr>
<tr>
<td>☑ Regular Support</td>
</tr>
<tr>
<td>☐ Seasonal Support</td>
</tr>
<tr>
<td>☐ Other</td>
</tr>
<tr>
<td>☐ Minimum</td>
</tr>
<tr>
<td>☐ Medium</td>
</tr>
<tr>
<td>☑ Major</td>
</tr>
<tr>
<td>☐ Aliens</td>
</tr>
<tr>
<td>☑ Work Release</td>
</tr>
<tr>
<td>☐ YCA Male</td>
</tr>
<tr>
<td>☐ YCA Female</td>
</tr>
<tr>
<td>☐ UNSENTENCED</td>
</tr>
<tr>
<td>☑ SENTENCED</td>
</tr>
<tr>
<td>☐ Adult Male</td>
</tr>
<tr>
<td>☐ Adult Female</td>
</tr>
<tr>
<td>☐ Juvenile Male</td>
</tr>
<tr>
<td>☐ Juvenile Female</td>
</tr>
</tbody>
</table>

### 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

SIGNATURE OF AUTHORIZING OFFICIAL

### 20. ANTICIPATED ANNUAL USAGE

<table>
<thead>
<tr>
<th>No. of Prisoners</th>
<th>UNSENTENCED</th>
<th>SENTENCED</th>
<th>ALIENS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prisoner Days</td>
<td>18,000</td>
<td>2,000</td>
<td>200</td>
<td>20,200</td>
</tr>
<tr>
<td>Guard Hours</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 21. NAME OF AUTHORIZING OFFICIAL (Type or Print) DATE SIGNED

Joseph B. Enders 1/12/83

FORM USM-241

(Rev. 8/13/82)

GPO 892-515
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 Habeus 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 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.
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 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.
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.
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.
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:

1. 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 herebefore changed, remain unchanged and in full force and effect.
1. MODIFICATION NO.  
   Three (3) 

2. EFFECTIVE DATE OF MODIFICATION  
   April 1, 1990 

3. ISSUING OFFICE  
   U.S. MARSHALS SERVICE  
   PRISONER OPERATIONS DIVISION  
   600 ARMY NAVY DRIVE,  
   SUITE 1090  
   ARLINGTON, VA 22202-4210 

4. LOCAL GOVERNMENT  
   Baltimore City Jail  
   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  
   $1,527,525.00 

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 $39.94 to $45.00.

COPY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS ___ DAY OF ___, 1990

[Signature]  
Assistant City Solicitor

10. 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

11. APPROVALS:

A. LOCAL GOVERNMENT  
   Signature  
   Title  
   Date  

B. FEDERAL GOVERNMENT  
   Signature  
   Title  
   Date  

Form USM-241a  
Rev. 11/89)
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.  

10. 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  

11. APPROVALS:  

A. LOCAL GOVERNMENT  

Signature  

Title  

Date  

B. FEDERAL GOVERNMENT  

Signature  

Contract Specialist  

Program Administration Branch  

Title  

Date  

USMS HQ USE ONLY
## Modification of Inter-Governmental 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:

1. 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.

**10. 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 |

**11. APPROVALS:**

| A. LOCAL GOVERNMENT  
LaMont W. Flanagan  
Signature  
Commissioner  
12/10/93  
TITLE  
DATE  
B. FEDERAL GOVERNMENT  
Vicki Lipov  
Signature  
Contracting Officer  
11/24/93  
TITLE  
DATE  

Form USM-241a  
(Rev. 9/91)  
USMS HQ USE ONLY  
Page 1 of 2 Pages
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:

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.