

1. AGREEMENT NUMBER J-A82-M-142	2. EFFECTIVE DATE 10/1/82	3. REQUISITION PURCHASER/REQULST NO. 2-1A82-242-274	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) State of Vermont Department of Corrections 79 River Road Montpelier, VT 05602			FACILITY CODE(S) LBE LBF LBC LEH
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 3,000	PDS	FIXED RATE \$32.00 TOTAL	ESTIMATED ANNUAL PAYMENT \$96,000 \$96,000
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> Date <u>12/23/83</u> COMMISSIONER Name (Type or Print) Title <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>[Signature]</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 <u>3,000</u> <u>300</u> <u>300</u> <u>3,600</u> Prisoner Days Guard Hours		21. NAME OF AUTHORIZING OFFICIAL (Type or Print) Joseph B. Enders DATE SIGNED <u>1/20/83</u>		

AGREEMENT SCHEDULE
(SUPPORT OF U.S. PRISONERS)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 the State of Vermont (the State) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Chittenden Community Correctional Center, the Rutland Community Correctional Center, the St. Johnsbury Community Correctional Center, and the St. Albans Community Correctional Center (the facilities).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The State 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 facilities.
2. The State 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 facilities for emergency medical services. All costs associated with hospital or health care services provided outside the facilities will be paid directly by the government.
3. The State agrees to notify the U.S. Marshal as soon as possible of all emergency medical cases requiring removal of a prisoner from the facilities and to obtain prior authorization for removal for all other medical services required.

ARTICLE III - RECEIVING AND DISCHARGE

1. The State 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 State 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 facilities administrators. The facilities administrators may establish levels for each user agency.
4. Federal prisoners may not be released from the facilities 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)

AGREEMENT NO.

J-A82-M-142

Page No.

3 5

of

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 State may suspend or restrict the use of the facilities 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 facilities 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 State 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 State 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 State, 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)

J-A82-M-142

4 5
of

ARTICLE VI - FINANCIAL PROVISIONS

1. The billing addresses of the agencies using these facilities are as follows:

U.S. Marshal
Elmwood Avenue & Pearl Street
Room 621
Burlington, VT ~~05401~~ 50401

PH: (802) 951-6271

Community Programs Manager
Bureau of Prisons
U.S. Post Office & Courthouse
Room 2004
Boston, Massachusetts 02109

PH: (617) 223-4531

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

PH: (802) 951-~~6245~~ 6223

2. The government shall reimburse the State at the fixed rate identified on page one of the agreement. The rate covers 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 State may bill for the day of arrival but not for the day of departure.

3. The State 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 State 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 State 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)

J-A82-M-142

5 of 5

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 State 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 State 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 State agrees to allow periodic inspections of the facilities by U.S. Marshals Service Inspectors. Findings of the inspection will be shared with the facilities 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 facilities administrators.