INTERAGENCY AGREEMENT

BETWEEN

THE UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

[insert name of park unit]

AND

THE UNITED STATES DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF PRISONS

UNITED STATES PENITENTIARY [insert prison name]

Pursuant to authority contained in 18 U.S.C. 4125(a), this Interagency Agreement (Agreement) is entered into by and between the Department of the Interior, National Park Service (NPS or Agency), and the Federal Bureau of Prisons (BOP or Bureau), United States Penitentiary [insert prison name], hereinafter referred to as USP [insert unit name], who hereby agree as follows:

1. PURPOSE AND SCOPE:

1. The purpose of this Agreement is to provide the services of BOP inmates from USP [insert unit name] to the NPS for work details that may include, but not be limited to, repair and maintenance work such as mowing lawns, painting, carpentry, cutting trees, maintaining landscape, planting, performing custodial duties, maintenance and repair of perimeter and security fences, road maintenance and repair, striping of parking areas, cleaning drainage systems, clearing debris, and other similar work.

2. Nothing contained herein shall be construed to abrogate, impair, alter, or amend any other agreement now in effect between the parties on any other subjects.

# B. PARK SERVICE RESPONSIBILITIES. The NPS will:

1. Transport inmates to and from the work site, and

a. For non-emergency medical care, transport inmate(s) to USP [insert prison name].

b. For emergency medical care, transport inmates to the nearest available hospital and contact the institution immediately.

2. Provide any necessary special protective and safety equipment, materials, tools, and supplies.

3. Provide a safe and humane work environment.

4. Provide a work environment free from harassment or discrimination where all inmates are treated equally without regard to race, color, religion, sex, national origin, age, sexual orientation, or disability.

5. Monitor the inmate workers.

a. The NPS will select as monitors employees of either General Schedule (GS) or Wage Grade (WG) level 5 or above who are of good integrity, do not have a significant criminal record, and have no history of drug or alcohol abuse.

b. NPS monitors, who will be trained by Bureau staff, will maintain inmate accountability through inmate detail cards furnished by the Bureau, and ensure that:

(1) Inmates will remain under the monitoring of an NPS employee at all times.

(2) The NPS staff will not knowingly provide inmates money or access to vending machines, soft drinks, food or any other contraband, which includes but is not limited to perfume, jewelry, hair extensions, clothing, watches, cosmetics, radios, firearms, explosives, weapons, ammunition, cutting tools, recording equipment, cellular telephones, narcotics, marijuana, cameras, alcoholic beverages and prescription drugs.

(3) The NPS will not knowingly facilitate any visit from any visitor requested by any inmate or provide an inmate access to other inmates at other work sites, or use of telephones (including cellular phones), facsimile machines, iPads, tablets or other handheld electronic devices, computers, computer terminals or computer systems.

(4) BOP inmates who do not perform satisfactorily will be reported to USP [insert prison name] and returned from the work site to USP [insert prison name].

6. Immediately report to USP [insert prison name] any unusual events, such as injuries, escapes, or inmate misconduct.

7. The NPS will provide initial on-the-job orientation and annual refresher training to BOP inmates. NPS staff will maintain all documentation of training and provide copies to BOP staff.

8. Ensure the work performed by inmate labor will not displace regular NPS employees, supplant employment opportunities ordinarily available within the agency, impair contracts for services or exploit inmate labor.

# C. BOP RESPONSIBILITIES. USP [insert prison name] will provide:

1. A maximum of [insert number] BOP minimum security inmates who are screened and meet program criteria for mutually agreed upon NPS work assignments, and, when requested, make available public information regarding the inmates.

a. Inmates will be selected with due regard to their safe custody, their mental and physical competence, and suitability for the work assignments. All inmates assigned to work on work details will be of Community or Out Custody classification. Inmates will not be assigned to work details if they have a history of serious violence, escape, arson, or sexual offenses, or if they refuse to participate in the Financial Responsibility Program.

b. The number of inmates selected for work assignments will be based upon (i) the number of suitable inmates available for work and the number requested for each NPS project, and (ii) the number of available NPS employee monitors, so that the ratio of prisoners to monitors adheres to that of the USP [insert prison name] with respect to its own staff.

c. The NPS retains the right to reject any inmate, and may return any inmate to USP [insert prison name] from the work site at any time.

2. Routine medical care, routine work clothing, steel-toed safety shoes, and box lunches.

3. A staff member designated as the project’s point of contact, who will visit the work site(s) at least monthly to substantiate attendance, and discuss any problem which may arise.

4. At a minimum, at least four hours of annual training for each NPS staff member in such areas as staff conduct, inmate accountability and monitoring, and BOP safety, and any other supplemental training which would be beneficial to the monitoring of work performed by BOP inmates.

a. This training will be provided at no cost to the NPS.

b. Each NPS monitor will be given a copy of the BOP Program Statement of Standards of Employee Conduct.

5. Appropriate compensation to inmate workers in accordance with regular inmate pay schedules.

6. A parking space for the NPS Government-issued vehicle used to transport the inmate workers.

# D. ADDITIONAL EMPLOYMENT RULES, REGULATIONS AND RESTRICTIONS:

1. All Federal inmates selected and provided under this agreement will be considered as employed as provided in 18 U.S.C. 4126, and covered for any injury under the provisions of the Inmate Accident Compensation System, 28 CFR 301.

2. Inmates placed under this program are not Federal employees for the purpose of laws administered by the Office of Personnel Management, and are not entitled to any Federal benefits such as insurance, retirement, or leave.

3. Federal inmates will not be paid from NPS funds or receive any type of personal or private gratuity for work accomplished or services rendered.

4. All laws of the United States and rules of the Federal Bureau of Prisons relating to imprisonment, transfer, control, discipline, escape, release of, or in any way affecting inmates, shall apply to all Federal inmates selected and provided under the terms of the Agreement.

# E. FINANCIAL RESPONSIBILITIES:

1. Any costs incurred by either party in implementing this agreement are the responsibility of that party.

2. Nothing contained herein will be construed to obligate the NPS or the BOP to any expenditure or obligation of funds or contract or other obligation in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

# F. GENERAL PROVISIONS:

1. COMMENCEMENT/EXPIRATION DATE. This Agreement becomes effective upon the date of the last signature below, and is effective through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at which time it will expire unless extended.

2. MODIFICATION. Modification of this Agreement will be made by mutual written consent of the two parties, prior to any changes being performed.

3. TERMINATION. This Agreement may be terminated at any time by the mutual concurrence of both parties, or by either party giving 30 days advance written notice to the other.

# 4. LIABILITY.

a. Other than inmate injuries covered under the Inmate Accident Compensation System, as provided above, each party will be responsible for any liability arising from its own conduct and retain immunity and all defenses available to them pursuant to Federal and State law. Neither party agrees to insure, defend, or indemnify the other party.

b. Each party will cooperate with the other party in the investigation and resolution of administrative action and/or litigation arising from conduct related to the responsibilities and procedures addressed herein.

c. This Agreement is for the sole and exclusive benefit of the signatory parties, and will not be construed to bestow any legal right or benefit upon any other persons or entities.

5. DISPUTE RESOLUTION. In the event of a dispute between the parties, the parties will use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

# G. PRINCIPAL CONTACTS AND PROCEDURES:

1. NPS requests for inmate work crews will be made by the designated NPS contact to the appropriate USP [insert prison name] office, as designated by the Warden.

2. The principal contacts for the Agreement are:

|  |  |
| --- | --- |
| NPS Project Contact | USP [prison name] Project Contact |
| [insert name, title] | [insert name, title] |
| [insert park HQ street address] | [insert prison street address] |
| [insert city, State and ZIP Code] | [insert city, State and ZIP Code] |
| [insert telephone number /ext.] | [insert telephone number / ext.] |
| [insert FAX number] | [insert FAX number] |
| [insert email address] | [insert email address] |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest written date below:

[Superintendent’s signature]

[insert typed superintendent’s name, title]

Date: [insert date of signature]

I concur:

[NPS Regional Director’s signature]

[insert typed RD’s name, title]

Date: [insert date of signature]

[USP Prison Warden’s signature]

[insert Warden’s name and title]

Date: [insert date of signature]