

applicability. However, it is transferred to the Session Laws to avoid any inadvertent substantive effect that its repeal might have.

No changes are made.

[4-1413.] 3.

(a) (1) The Secretary, the Jail Board of the Baltimore City Jail, and the City of Baltimore shall enter into an agreement effective July 1, 1991 for the purpose of transferring all the rights, title, and interests of the property, assets, licenses, and credits of the Baltimore City Jail or any property or other assets used or acquired for the Baltimore City Correctional Facility to the Secretary, to be used for the Baltimore City Detention Center, or as otherwise directed or authorized by the Secretary.

(2) The assets and property shall include, but are not limited to:

- (i) The Jail Industries Building;
- (ii) The Graves Street Work Release Center;
- (iii) The Baltimore City Jail Administration Building;
- (iv) 801 Fallsway Property (adjacent to the Baltimore City Jail); and
- (v) The Baltimore City Complex: the Control Center, the Men's Detention Center, the Main, North, and South Buildings, the Women's Detention Center, the Power Plant, the Annex Building, the kitchen, the dining building, and the Wyatt Building.

(3) Upon execution of the agreement as provided in paragraph (1) of this subsection, the City of Baltimore and the Baltimore City Jail Board shall make, and the Secretary shall accept, a conveyance of the real property, other property, assets, licenses, credits, and rights which are the subject of the agreement.

(4) (i) In the Secretary's discretion, the Secretary may assume in writing such liabilities and obligations of Baltimore City as the Secretary considers necessary or useful.

(ii) Except as otherwise provided in subsection (b) of this section, the Secretary may assume such liabilities or obligations only if the nature and terms of the obligations or liabilities to be assumed are consistent with the laws and regulations of the State.

(iii) No liability, contract, or obligation of Baltimore City is a liability, contract, or obligation of the State of Maryland, unless such liability, contract, or obligation is expressly assumed by the Secretary in writing.

(iv) Baltimore City shall indemnify and hold harmless the State, the Department, and the Division, for any judgments, damages, liens, settlements, consent decrees, and other costs, including attorney's fees, arising from the operations of the Baltimore City Jail, for the actions of the Jail Board of the Baltimore City Jail, or for the acts or omissions of their employees, officers, or agents which occurred on or before June 30, 1991.