

1. AGREEMENT NUMBER J-C28-M-061		2. EFFECTIVE DATE 08 / 01 / 97		REQUISITION/PURCHASER/REQUEST NO. 053-97		4. CONTROL NO.																					
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210				6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) Marion County Jail 40 South Alabama Street Indianapolis, IN 46204		FACILITY CODE(S) 5BP																					
7. APPROPRIATION DATA 15X1020				Contact Person (Redacted) Captain		Area Code & Telephone No. (Redacted) b6/b7E																					
8. ITEM NO.	9. SUPPLIES/SERVICES			10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT																				
	This agreement is for the housing, safekeeping and subsistence of adult male and female federal prisoners in accordance with the contents set forth herein.			ESTIMATED USMS PRISONER DAYS/YR 29,200	PDs	PER DIEM RATE \$52.50	ESTIMATED ANNUAL PAYMENT \$1,533,000.00																				
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>Jack L. Cottey</i> (Signature) Date 10-1-97 JACK L. COTTEY - SHERIFF (Name (Type or Print)) Title <i>Frank J. Anderson</i> (Signature) Date 10/1/97 FRANK J. ANDERSON, U.S. MARSHAL (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		19. This Negotiated Agreement is Hereby Approved and Accepted for																							
18. LEVEL OF USE <input type="checkbox"/> Minimum <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Major		UNSENTENCED SENTENCED <input checked="" type="checkbox"/> Adult Male <input type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input 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		THE UNITED STATES OF AMERICA BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE BY <i>(Signature)</i> (SIGNATURE OF CONTRACTING OFFICER)																							
20. ANTICIPATED ANNUAL USAGE				21. NAME OF AUTHORIZING OFFICIAL		22. DATE SIGNED																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>UNSENTENCED</th> <th>SENTENCED</th> <th>ALIENS</th> <th>TOTAL</th> </tr> <tr> <td>No. of Prisoners</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Prisoner Days</td> <td>29,200</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Guard Hours</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					UNSENTENCED	SENTENCED	ALIENS	TOTAL	No. of Prisoners					Prisoner Days	29,200				Guard Hours					(Type or Print) Vicki Lipov		9/15/97	
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ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and Marion County (the Local Government) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Marion County Jail (the facility).

The Local Government 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. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

ARTICLE II - ASSIGNMENT AND CONTRACTING OF CATEGORICAL PROJECT-SUPPORTED EFFORT

1. Neither this agreement nor any interest therein may be assigned or transferred to any other party without prior written approval by the USMS.
2. None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.
3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.
4. The contract or agreement must, at a minimum, state the activities to be performed, the time schedule, the project policies, and the flow-through requirements that are applicable to the contractor or other recipient, other policies and procedures to be followed, the dollar limitation of the agreement, and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the government.

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ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided to 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 Federal Government. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, the federal prisoners shall be charged the same rate as local prisoners.
2. The Local Government agrees to notify the United States Marshal (USM) 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.
3. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three (3) to seven (7) days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.
4. 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.
5. 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.
6. The Local Government agrees to notify the USM as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

ARTICLE IV - RECEIVING AND DISCHARGE

1. The Local Government 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 Local Government 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 USM. Those prisoners who are remanded to custody by a

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USM may only be released to a USM or an agent specified by the USM of the Judicial District.

3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.

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 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 USM.

ARTICLE V - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE

This agreement shall remain in effect for a period of fifteen (15) years after the project(s) listed in Schedule B of CAP Agreement No. 2-28-84 is completed. The Local Government agrees to provide eighty (80) bedspaces for federal prisoners in USMS custody each day upon the request of the USM commencing on the date of completion and activation of all projects listed in the above mentioned CAP agreement. The IGA shall remain in effect through the period of the CAP agreement, and thereafter until terminated or suspended in writing by either party. Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period.

2. The Federal Government shall reimburse the Local Government at the per diem rate identified on page one (1) of this agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve (12) months.

3. The rate covers one (1) person per "prisoner day". The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival, but not for the day of departure.

4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USMS.

5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Contract Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized Local Government official to the USM.

ARTICLE VII - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the federal agencies listed below for certification and payment.

U. S. MARSHALS SERVICE
DISTRICT OF INDIANA
179 COURTHOUSE
46 EASH OHIO STREET
INDIANAPOLIS, IN 46204
(317) 226-6566

FEDERAL BUREAU OF PRISONS SOUTHERN
COMMUNITY CORRECTIONS OFFICE
36 E. 7TH ST., SUITE 2107-A
CINCINNATI, OH 45202
(513) 684-2603

IMMIGRATION & NATURALIZATION SERVICE
CENTRAL REGIONAL OFFICE
REGIONAL COMMISSIONER
SKYLINE CENTER - BLDG C
N. STEMMONS FREEWAY
DALLAS, TX 75247
(214) 767-7148

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal prisoner, their specific dates of confinement, the total

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days to be reimbursed, the appropriate per diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address, and phone number of the local official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801), is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a nonworking day (e.g., Saturday, federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.

ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both federal funds and all matching funds of state, local, and private organizations. State and local recipients shall expend and account for funds in accordance with state laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and current revisions of OMB Circular A-87.

2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based on

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unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.

3. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in inmate populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR, Part 66, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least three (3) years for purposes of federal examination and audit.

2. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of service under the IGA. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

3. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

4. Delinquent Debt Collection: The USMS will hold recipient accountable for any overpayment, audit disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

ARTICLE XI - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the USMS 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 USMS and shall be returned to the custody of the USMS upon termination of the agreement.
2. The Local Government agrees to inventory, maintain, repair, assume liability for, and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.
3. The suspension of use or restriction of bedspace made available to the USMS 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 USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Services Division, USMS Headquarters.
5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

ARTICLE XII - 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 a USMS Contracting Officer and submitted to the Local Government on form USM 241a for approval.
2. Disputes, questions, or concerns pertaining to this agreement (other than CAP space guarantees) will be directed to the USM. CAP space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Services Division.

ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS 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. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA agreement are:

1. Adequate, trained jail staff will be provided 24 hours a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.
3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.
4. Jail will provide 24-hour emergency medical care for prisoners.
5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE XIV - CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

2. Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:

- a. Using his or her official position for private gain;
- b. Giving preferential treatment to any person;
- c. Losing complete independence or impartiality;
- d. Making an official decision outside official channels;
- or
- e. Affecting adversely the confidence of the public in the integrity of the government or the program.

UNITED STATES DEPARTMENT OF JUSTICE
UNITED STATES MARSHALS SERVICE

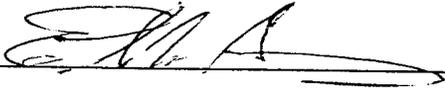
INTERGOVERNMENTAL COOPERATIVE AGREEMENT NUMBER 13-28-96

This agreement is between the United States Marshals Service and Marion County in accordance with the terms and conditions set forth in Articles I through XI and Schedules A, B, and C.

The following individuals are authorized, by law, to accept and commit to this agreement on the behalf of the:

UNITED STATES MARSHALS SERVICE

MARION COUNTY, INDIANA

SIGNATURE: 
TYPED NAME: Eduardo Gonzalez
TITLE: Director

SIGNATURE: 
TYPED NAME: Jack Cottey
TITLE: Sheriff

ADDRESS: 600 Army Navy Drive
Arlington, VA 22202-4210

ADDRESS: 40 S. Alabama St.
Indianapolis, IN 46204

EFFECTIVE DATE: 9/4/96 DATE: _____
(only signatories required by state or local law)

SIGNATURE: 
TYPED NAME: Frank J. Anderson
TITLE: United States Marshal
DATE: 8/7/96

SIGNATURE: _____
TYPED NAME: _____
TITLE: _____
DATE: _____

(NOTE: This cooperative agreement is neither binding nor effective unless signed by the Director, U.S. Marshals Service.)

ARTICLE I

AUTHORITY

The United States Marshals Service (USMS) is authorized to enter into cooperative agreements with local entities to establish satisfactory conditions of confinement and detention services in return for guaranteed bedspace for federal detainees as authorized in 18 U.S.C. 4013(a) (4) .

PURPOSE

The purpose of this cooperative agreement is to establish a legal relationship between the USMS and Marion County, Indiana (recipient). This agreement is predicated upon the Federal Government's requirement for detention space and services and the recipient's provision of such services. All articles and schedules in this agreement are binding upon the signatures of all signatories.

ARTICLE II

ASSURANCES

Neither this agreement, nor any interest therein, may be assigned, or transferred to any other party without prior written approval by the USMS.

This cooperative agreement provides for federal funding of the recipient jail construction, renovation, and/or improvement programs. The recipient receiving federal funds is required to assure and certify that it will, as a condition of receiving the funds, comply with applicable federal law and regulations governing grants and cooperative agreements. By signature to this agreement, the recipient assures and certifies it will comply with all provisions, guidelines, regulations, and laws stipulated in this agreement.

None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.

All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.

The contract or agreement must, at a minimum, state the activities to be performed, the time schedule, the project policies and the flow-through requirements that are applicable to the contractor or other recipient, other policies and procedures to be followed, the dollar limitation of the agreement and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the Government.

COOPERATIVE AGREEMENT PLAN

ARTICLE III

- A. Negotiations between the recipient and the USMS have resulted in a formulation of a Cooperative Agreement Plan which is incorporated as Schedule B of this agreement.
- B. Request(s) for modification, deletions, or additions to Schedule B may be made by the recipient by submitting a written request to the Chief, Prisoner Services Division, USMS, who must approve all changes in writing. Neither the U.S. Marshal nor the Cooperative Agreement Program (CAP) recipient is authorized to modify or otherwise change this agreement in any way.
- C. The recipient has verified and ensures that all project(s) specified in Schedule B meet applicable state and local laws, standards, policies, procedures, or court orders.
- D. The recipient is responsible for planning, initiating, and overseeing the completion of the project(s); for preparing quarterly progress reports and periodic requests for payments; for certifying the accuracy of contractor and vendor billings; for ensuring the cost-efficient and timely completion of project(s); and for immediately notifying the U.S. Marshal, in writing, of any issues or problems that might affect the successful completion of the project(s) within the time frame(s) and cost ceiling(s) specified in Schedule B.
- E. The U.S. Marshal is responsible for conducting monthly on-site inspections of the project(s); for reviewing and certifying interim and final payment requests submitted by the recipient; for ensuring that CAP funding ceilings are not exceeded; for providing USMS Headquarters with written recommendations on any proposed changes or modifications to this agreement; and for immediately notifying headquarters, in writing, of any issues or problems that might affect the successful completion of the project(s) within the time frame(s) and cost ceiling(s) specified in Schedule B.

FUNDING LEVEL

ARTICLE IV

- A. The USMS will provide federal funding in an amount not to exceed \$2,350,000 for the project(s) listed in Schedule B.
- B. The recipient is responsible for all costs associated with the project(s) which exceed the specified federal funding level.

- C. Funds specified and approved for one project shall not be transferred to another project or be used for any other purpose unless authorized by a written modification to this agreement.
- D. USMS Headquarters is to be notified of any funds which will not be expended by the CAP recipient for any approved project listed in Schedule B. It is the sole discretion and right of the USMS to determine how unexpended funds will be used.

ARTICLE V

SERVICE AND SPACE GUARANTEE

- A. The recipient shall, at the request of the U.S. Marshal, provide detention space and services for 80 federal prisoners each day from the date of acceptance of this agreement until the completion of the projects listed in Schedule B and for 90 federal prisoners in USMS custody each day at the Marion County Jail for a period of 20 (twenty) years commencing upon the expiration of CAP Agreement No. 2-28-94 in the year 2000.
- B. The USMS may, at its discretion, renegotiate the agreement to reduce the number of guaranteed bedspaces and the period of performance. Factors which may impact the level of use are: reduction in USMS population, closing of a federal court or redesignation of the federal court city and construction of BOP facilities.
- C. The Intergovernmental Agreement (IGA) for the housing of federal prisoners will remain in effect through the period specified in Article V, Paragraph A, and thereafter until terminated in writing by the USMS or the recipient.
- D. Daily jail rate payments provided for in the IGA will be negotiated in accordance with the Federal Cost and Pricing Standards. The recipient shall accept a daily jail rate which is supported by actual and allowable jail operating costs. It is understood that countywide indirect costs and costs of local law enforcement and local court support costs are not allowable for the computation of daily jail rates.

ADEQUATE DETENTION SPACE & SERVICE

- A. The recipient shall accept and provide secure custody, care, and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, and procedures.

Failure to comply with these provisions may result in a Breach of Agreement as detailed in Article X.

The mandatory minimum conditions of confinement which are to be met during the entire period of the cooperative agreement are:

1. Adequate, trained jail staff will be provided 24 hours a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing provides full coverage of all security posts and full surveillance of inmates.
3. Jail provides for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.
4. Jail provides 24-hour emergency medical care for prisoners.
5. Jail maintains an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail maintains a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE VI

FINANCIAL PROVISIONS

- A. The USMS will obligate and reserve the funds established under this agreement. Requests for reimbursement for work completed will be submitted by the recipient on a Standard Form 270 (Request for Advance or Reimbursement) with a CAP Reimbursement Detail Sheet to the U.S. Marshal for review and certification. Payment to the recipient will be made only after written authorization by the Chief, Prisoner Services Division, or his/her designee. Payments will not be issued to vendors or contractors. Payments will be issued to recipients via electronic transfer of payment.
- B. All requests for payment submitted by the recipient must be supported by valid invoices in accordance with authorized projects specified in Schedule B of this agreement. Payments will only be made after on-site inspection by the U.S. Marshal or his/her designee to ensure payment for work completed. Copies of paid invoices shall be clearly marked with the appropriate CAP project number and maintained in

CAP project files by the recipient. All such documentation shall be made available for review upon the request of the U.S. Marshal, USMS Headquarters staff, or a federal audit agency.

- C. The recipient shall certify that no request for payment will be submitted for work, materials, or services which have been previously funded from federal funds.
- D. The recipient shall use accepted accounting procedures and shall maintain such books, records, and documents accurately reflecting all costs relating to this agreement for a period of at least three (3) years following completion of all the projects and final payment. All such documents will be subject to periodic on-site review as deemed necessary by the U.S. Marshal, USMS Headquarters staff, and federal audit agencies.
- E. The recipient agrees to comply with the audit requirements of OMB Circular A-128, entitled "Audits of State and Local Governments," and agrees to:
 - 1) Submit an original and one copy of the audit report to the cognizant Federal agency within 30 days after the audit.
 - 2) Submit a copy of the audit report to the following Department of Justice Regional Inspector General Office:

Robert C. Gruensfelder
Chicago Regional Inspector General for Audit
500 West Madison, Suite 3510
Chicago, Illinois 60661-2590
 - 3) A copy of the transmittal letter addressed to the regional inspector general shall be sent to:
 - a) Audit Services
Office of Justice Programs
Department of Justice
633 Indiana Avenue, N.W.
Washington, D.C. 20531
 - b) U.S. Marshals Service
Prisoner Services Division
600 Army Navy Drive
Arlington, VA 22202-4210
- F. The recipient shall submit its corrective action plan with the audit report to the DOJ Regional Audit Office, when there are findings/recommendations disclosed in the audit

report. The corrective action plan should include: (1) specific steps taken to comply with the recommendations; (2) timetable for performance and/or implementation date for each recommendation; and (3) description of monitoring to be conducted to ensure implementation.

- G. Audit reports must be submitted annually from the date of initial award of the cooperative agreement until all the work authorized in Schedule B has been completed and reimbursements from the USMS have been received. Failure to furnish an acceptable audit as determined by the cognizant agency may be a basis for withholding or denying future federal funds.
- H. The recipient must comply with the following special conditions contained in the Treasury, Postal Service and General Government Appropriations Act, Public Law No. 102-393, 106 Stat. 1729 (1992):
- (a) In any contract award of \$500,000 or more, the recipient agrees that no amount of the contract award shall be used to finance the acquisition of goods or services, including construction, for the project unless the recipient agrees, as a condition for receipt of the grant described herein, to -
 - (1) specify in any announcement of the awarding of the contract for the procurement of the goods and services involved, including construction services, the amount of federal funds that will be used to finance the acquisition; and
 - (2) express the amount announced pursuant to paragraph (1) as a percentage of the total costs of the planned acquisition.
 - (b) The requirements of subsection (a) shall not apply to a procurement for goods and services, including construction services, that has an aggregate value of less than \$500,000.
- I. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both Federal Funds and all matching funds of State, local and private organizations. State and local recipients shall expend and account for funds in accordance with State laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR) Part 66 and current revisions of Office of Management and Budget

(OMB) Circular A87, Cost Principles for State and Local Governments.

- J. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR Part 66 and the allowability of the costs covered therein. To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.
- K. Requests for prior approval of costs must be in writing and justified with an explanation to permit review of the allowability of the costs. The requests are to be submitted through inclusion in the application or as a separate written request to the USMS.
- L. Changes in CAP project. All requests for programmatic and/or administrative budget changes must be submitted in a timely manner by the recipient.

ARTICLE VII

DISPUTES

All questions relating to the interpretation of this agreement shall be addressed to the Chief of the Prisoner Services Division and resolved by negotiation between the representative(s) of the recipient and the Chief of the Prisoner Services Division. Unresolved disputes will be referred to the Assistant Director for Prisoner Services Division and Chief Executive Officer of the local government.

The Director, USMS, will be the final deciding official in all disputes concerning this agreement, unless otherwise adjudicated in a court of law.

ARTICLE VIII

STOP WORK

- A. The recipient shall within thirty (30) days from the beginning of any delay, notify the Chief, Prisoner Services Division, in writing, of the causes of the delay. If, in the judgement of the Chief, Prisoner Services Division, the delay is warranted, the time for completing the work shall be extended accordingly by formal modification. The findings of the Chief, Prisoner Services Division, shall be final and conclusive on the recipient, but is subject to resolution under the Disputes Clause in Article VII.
- B. The Chief, Prisoner Services Division, may issue and the recipient will accept a written order to stop work on any project(s) funded under this agreement. Such orders may be

issued upon evidence that the recipient is failing to comply with generally accepted accounting principals, financial disclosure or reporting requirements, or is deviating from the agreed-upon projects or project descriptions in Schedule B. For project costs incurred during the stop work period, no CAP fund reimbursements may be made to the recipient.

- C. A Stop Work Order may be cancelled, reissued, or converted to an order of termination.
- D. The recipient is responsible for any costs incurred after the issuance of a Stop Work Order unless such work, material, equipment, or services were purchased prior to the issuance of the Stop Work Order and delivery cannot be cancelled.

ARTICLE IX

TERMINATION

- A. This agreement may be terminated in full or in part by the recipient at any time prior to the completion of the project(s) listed in Schedule B, provided that all federal funds received for the project(s) by the recipient are refunded in full to the USMS. If any CAP funds have been disbursed to the CAP recipient, reimbursement will include full repayment plus interest retroactively computed from the receipt of the first CAP payment. Interest will be calculated at the prevailing interest rate at time of termination. All termination notices shall be made in writing by the recipient and sent to the Chief, Prisoner Services Division, via registered mail, sixty (60) days prior to the effective date of the termination.
- B. This agreement may be terminated in full or in part by the USMS at any time prior to the completion of the project(s) listed in Schedule B. Such termination(s) may result from the failure of the recipient to start or complete a project in accordance with the agreement. A sixty (60) day written termination notice shall be made by the Chief, Prisoner Services Division, to the recipient.
- C. This agreement shall not be terminated by either party after the completion of all projects and the issuance of final payment by the USMS, unless there is mutual agreement to do so.
- D. This agreement shall not be delayed, suspended, or terminated by the CAP recipient for purposes of relieving overcrowded conditions due to the issuance of a federal or state court order or the issuance of a directive from a state or local government entity. Any such action by a CAP

recipient will be considered a breach of the agreement and subject to the terms of Article X.

When faced with overcrowding conditions, it is the sole responsibility of the CAP recipient to identify and obtain alternative acceptable jail space so that the guaranteed USMS bedspace under Article V will not be affected.

ARTICLE X

BREACH OF AGREEMENT

- A. The CAP recipient must provide secure housing and all the detention space and services outlined in Article V. Failure to do so may be considered a formal breach of this agreement as outlined in paragraph B below.
- B. In the event secure housing or detention space and services are not provided at the level guaranteed, the Assistant Director for Prisoner Services Division may determine that a breach exists. However, before determining whether or not a formal breach of this agreement has occurred, the USMS will:
 - 1. Issue a letter of inquiry via registered mail to the CAP recipient who will respond within thirty (30) days of receipt, in writing, to the Assistant Director for Prisoner Services Division, listing the reasons for not providing the agreed upon detention space and services.
 - 2. Upon receipt of the written response, the Assistant Director for Prisoner Services Division will determine if the reasons for nonperformance (i.e., facility fire, natural disaster, inmate riot, etc.) are acceptable and may initiate formal negotiations to resolve noncompliance through revision of the terms of the agreement.
 - 3. If resolution cannot be reached, then a formal breach of agreement notice will be issued and sent to the CAP recipient via registered mail.
- C. If the USMS issues a written notice of breach of agreement, the CAP recipient shall:
 - 1. Refund all CAP funds provided under the cooperative agreement within thirty (30) days after receiving the written formal breach of cooperative agreement notice issued by the USMS.
 - 2. If any CAP funds have been disbursed to the CAP recipient, reimbursement will include full repayment

plus interest retroactively computed to the date of receipt of the first CAP payment. Interest will be calculated at the prevailing interest rate at the time of breach.

3. The recipient shall also reimburse the USMS for all costs associated with the relocation of federal prisoners to another facility, including all jail costs over and above the per diem rate paid that would have been paid to the recipient for the entire period of performance.
- D. The provisions of this Article will be enforced by the USMS only after a violation of the provisions for guaranteed space have been established, and negotiations between the USMS and the recipient have not resulted in an acceptable resolution to the USMS and a written notice of breach of agreement has been issued by the Assistant Director for Prisoner Services Division and received by the recipient.

ARTICLE XI

CAP ADMINISTRATIVE REQUIREMENTS

- A. Upon execution of this agreement, the USMS shall provide written administrative packages to the CAP recipient and the U.S. Marshal.
- B. CAP Recipient
 1. The CAP recipient is responsible for submitting, through the U.S. Marshal to USMS Headquarters, Prisoner Services Division, a quarterly progress report whether or not work has begun. The quarterly report must be sent to the U.S. Marshal no later than five (5) working days after the close of each quarter until all work has been completed.
 2. Failure to submit quarterly progress reports or comply with CAP administrative procedures may be interpreted as noncompliance with this agreement and subject to terms and conditions of Article X of this agreement.
 3. A final CAP close-out report shall be submitted by the recipient at the completion of all projects and after final payment has been received. This report includes the date(s) of completion, date(s) of activation, and final costs. This close-out report must be submitted no later than ninety (90) days after completion of the project(s), but preferably as soon as the final payment has been received.

4. All recipients receiving direct awards from the USMS agency are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.
5. Where the project or one of its components is delegated to a contractor or other state or local organization, the recipient is nevertheless responsible for all aspects of the program, including proper accounting and financial record-keeping by the sub-recipient or contractor. These responsibilities include:
 - (a) Reviewing Financial Operations: Recipients must be familiar with, and periodically monitor, the recipient's and contractor's financial operations, records, system, and procedures. Particular attention is to be directed to the maintenance of current financial data.
 - (b) Recording Financial Activities: The recipient's award or contractor's obligation, as well as cash advances and other financial activities, shall be recorded in the books of the recipient in summary form. Recipient/contractor expenditures shall be recorded on the books of the recipient, or evidenced by report forms duly filed by the sub-recipient/contractor. Non-Federal contributions applied to programs or projects by sub-recipients must likewise be recorded, as would any program income resulting from program operations.

Program income means gross income earned by the recipient/sub-recipient during the funding period as a direct result of the CAP award. Direct result is defined as a specific act or set of activities that are directly attributable to the CAP funds and which are directly related to the goals and objectives of the project. Determinations of "direct result" will be made by the USMS. Recipients who anticipate receiving income as a result of the award of CAP funds must disclose this information to the USMS at the time of award.

- (c) Budgeting and Budget Review: The recipient shall ensure that each sub-recipient/contractor prepare an adequate budget on which its award commitment will be based. The detail of each project budget

shall be maintained on file by the sub-recipient or contractor.

- (d) Accounting for Non-Federal Contributions: Recipients will ensure, in those instances where recipients are required to furnish non-Federal matching shares, that the requirements, limitations, and regulations pertinent to non-Federal contributions are applied.
 - (e) Audit Requirements: Recipients are required to ensure that sub-recipients/contractors have met all necessary audit requirements as set forth in Article VI.
 - (f) Reporting Irregularities: Recipients and their sub-recipients/contractors are responsible for promptly notifying the recipient and the USMS of any illegal acts or irregularities and of proposed and actual actions, if any. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.
6. In accordance with 28 CFR Part 66 or OMB Circular A-110, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded with CAP funds shall be retained by each organization participating in the program or project for at least 3 years for purposes of Federal examination and audit.

The 3-year retention period set forth in the previous paragraph, starts from the date following completion of all projects and the final payment. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

7. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

8. Delinquent debt collection: The USMS will hold recipient accountable for any overpayment, audit disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS agency shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.
- C. U.S. Marshal
1. A written monthly progress report must be completed, reviewed, and signed by the U.S. Marshal. The report must be submitted to USMS Headquarters, Prisoner Services Division, on the fifth workday of the month after receipt of the administrative package. A progress report is required even if actual site work has not yet begun.
 2. Once all work has been completed, the U.S. Marshal is required to immediately perform an on-site close-out inspection.
 3. When the request for final payment is made, it must be accompanied by the CAP close-out report from the U.S. Marshal.

ARTICLE XII

CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

- (1) Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling, or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.
- (2) Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-

recipient or a contractor, shall avoid any action which might result in, or create the appearance of:

- (a) using his or her official position for private gain;
- (b) giving preferential treatment to any person;
- (c) losing complete independence or impartiality;
- (d) making an official decision outside official channels;
or
- (e) affecting adversely the confidence of the public in the integrity of the Government or the program.

USMS COOPERATIVE AGREEMENT - SCHEDULE A
AGREEMENT NO. 13-28-96

The recipient hereby assures and certifies compliance with OMB Circulars A-87, Revised A-102 (28 CFR, Part 66), and A-128 as they relate to the project, and the following regulations, policies, guidelines, and requirements:

The recipient certifies that:

1. It possesses legal authority to apply for the grant, that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, and the rendering of all understandings and assurances contained therein; and that the person identified as the official representative of the applicant is authorized and directed to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and in accordance with that Act, ensure that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to execute this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-3), prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law No. 91-646, 84 Stat. 1894, as amended), which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.

7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those that have family, businesses, or other ties.
8. It will give the grantor agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with 28 CFR, Part 66, Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments concerning requirements of law, program requirements, and other administrative requirements.
10. It will comply with the audit provisions of OMB Circular A-128 (Audits of State and Local Governments) and copies of each annual audit report shall be submitted to the appropriate cognizant agency and the Department of Justice Regional Audit Office. The reports are to cover the period from initial award of the cooperative agreement until all the work authorized in Schedule B is completed and reimbursement from the USMS is received.
11. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
12. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law No. 93-234, 87 Stat. 975, as amended). Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. For purposes of the Act, the phrase "Federal Financial Assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

13. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.0) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
14. It will comply with regulations at 28 CFR, Part 67, implementing Executive Order 12549, Debarment and Suspension. Prospective participants will submit certification regarding debarment, suspension, and other responsibility matters in accordance with regulations.
15. It will comply with 31 U.S.C. 1352, entitled "Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions," and provide Certification Regarding Lobbying and a Disclosure of Lobbying Activities Form, SF-LLL, if applicable, for awards of \$100,000 or more.
16. It will comply with the Drug-Free Workplace Act of 1988 regulated at 28 CFR, Part 67, Subpart F, and certify that it maintains a drug-free workplace in accordance with the regulations.
17. It will comply with Executive Order 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction, and the Earthquake Hazard Reduction Program Act of 1977, as amended. In accordance with the National Institute of Standards and Technology (NIST) IR 4852, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 2.1-A, Guidelines and Procedures for Implementation of the Executive Order on Seismic Safety of New Building Construction, it will comply with the following 1991 International Conference of Building Officials (ICBO) Uniform Building Codes as its seismic design standard for new design and construction:
 - (1) 1991 ICBO Uniform Building Code;
 - (2) 1992 Supplement to the Building Officials and Code Administrators (BOCA) National Building Code; and
 - (3) 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code.

UNITED STATES MARSHALS SERVICE
SCHEDULE B
COOPERATIVE AGREEMENT PLAN

AGREEMENT NO. 13-28-96 GOVT. UNIT Marion County, Indiana FACILITY: Marion County Jail

ESTIMATED DATE OF PROJECT(S) COMPLETION 1998 *ESTIMATED DATE BEDS AVAILABLE January, 2000 *ESTIMATED DATE BEDS EXPIRE December, 2020

PROJECT NUMBER	PROJECT DESCRIPTION	USMS FUNDING CEILING
13-28-96 PP	Renovation to Warehouse for 600-Bed Jail; A&E Services & Equipment	\$2,350,000

This schedule reflects the final cooperative agreement projects and their maximum allowable funding ceilings which have been negotiated and approved by the U.S. Marshals Service. Attachments (as required) will show how the work will be accomplished, detailed project descriptions, plans, specifications, and questions.

These dates serve as pertinent CAP project time frames for bedspace availability. Any changes to these dates should be reflected on Schedule C, Recipient Quarterly CAP Progress Report. If the revised date exceeds a 90 day period, a modification to the cooperative agreement will be initiated.

RECIPIENT QUARTERLY CAP PROGRESS REPORT

INSTRUCTIONS: It is the responsibility of the recipient facility to prepare a CAP progress report, quarterly, for the projects(s) shown below which have been authorized in the agreement. The CAP recipient should make additional copies of the report for future quarterly submission. If additional space is needed, this report may be continued on plain white paper. The complete report is then to be submitted to the local U.S. Marshal who will review and forward it to USMS Headquarters. If you have any questions or need additional guidance, please contact the Prisoner Services Division, USMS on (703) 416-8900.

1. Facility Name: Marion County Jail 2. Cooperative Agreement No. 13-28-96

3. CAP Project Number	Description	Funding Ceiling
13-28-96 PP	Renovation & Warehouse for 600-Bed Jail; A&E Services and Equipment	\$2,350,000
		\$
	Total	\$2,350,000

4. Work Start Date: 7/96 5. Estimated Completion Date: 1998

6. Funding Status:

	Funds Approved	Funds Obligated to Date	Balance Remaining
a. Local Funds	\$	\$	\$
b. USMS Funds	\$2,350,000	\$	\$
c. Total (a+b)	\$	\$	\$

7. Latest estimate of total cost \$_____ (If the cost estimate differs from the funds approved in item 6 above, please provide written justification, as well as an explanation of how the additional funds required will be obtained.)

8. Progress to Date _____

9. Problems Noted (i.e., need for modifications, delays anticipated, etc.) _____

PREPARED BY: _____
(name of local government official and title)

SIGNATURE: _____ DATE: _____

REVIEWED BY: _____ DATE: _____