

1. AGREEMENT NUMBER J-C40-M-056		2. EFFECTIVE DATE February 1, 1983		3. REQUISITION/PURCHASER/REQUEST NO. 3-3C40-321-043		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) Chippewa County Jail 331 Court Street Sault Ste. Marie, Michigan 49783		FACILITY CODE(S) 5GY	
7. APPROPRIATION DATA 1531020				Contact Person Area Code & Telephone No. ► Sheriff, LeRoy Case (906) 635-1579			
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 MALE & FEMALE FEDERAL PRISONERS IN ACCORDANCE WITH THE CONTENTS SET FORTH HEREIN:			USMS ANNUAL PD, \$ ESTIMATED		PER-DAY FIXED RATE	ESTIMATED USMS ANNUAL PAYMENT
(2)	THIS AGREEMENT CONSISTS OF THE FOLLOWING: (A) I-G-A COVER PAGE, FORM #241 (B) AGREEMENT SCHEDULE, PAGES 2, 3, And 4.			25		\$ 30.00	\$ 750.00
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>LeRoy Case</i> Date <u>2/24/83</u> (Signature) LeRoy Case Sheriff Name (Type or Print) Title (Signature) 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>J B Enders</i> SIGNATURE OF AUTHORIZING OFFICIAL			
18. LEVEL OF USE <input checked="" type="checkbox"/> Minimum <input type="checkbox"/> Medium <input type="checkbox"/> Major		20. ANTICIPATED ANNUAL USAGE UNSENTENCED SENTENCED ALIENS TOTAL No. of Prisoners _____ Prisoner Days <u>25</u> <u>25</u> _____ <u>50</u> Guard Hours _____		21. NAME OF AUTHORIZING OFFICIAL (Type or Print) Joseph B. Enders		DATE SIGNED FEB 9 1983	

FEB 28 1983

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 Chippewa County Jail, Sault Ste. Marie, Michigan (the county) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Chippewa County Jail (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The County 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 County 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 facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the government.
3. The County 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 County 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 County 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 Habeas 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 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 County may suspend or restrict the use of the facility by any or all federal agencies by giving written notice to the U.S. Marshal

AGREEMENT SCHEDULE
(SUPPORT OF U.S. PRISONERS)

AGREEMENT NO.

J-C40-M-056

Page No.

3 of 4

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 County 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 County 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 County, 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:

PAYOR

United States Marshal
514 Federal Building
110 Michigan Avenue, N.W.
Grand Rapids, Michigan 49503

Phone: 616-456-2438

Immigration & Naturalization Service
Asst. Regional Commissioner, PMP
Federal Building, Fort Snelling
Twin Cities, Minnesota 55111

Phone: 612-725-4466

Bureau of Prisons, Community Programs Manager
Federal Building
440 U.S. Courthouse
231 W. Lafayette Avenue
Detroit, Michigan 48226

Phone: 313-226-6186

AGREEMENT SCHEDULE
(SUPPORT OF U.S. PRISONERS)

AGREEMENT NO.

J-C40-M-056

Page No.

4 of 4

2. The government shall reimburse the County 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 County may bill for the day of arrival but not for the day of departure.

3. The County 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 County 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 County 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 County 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 County 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 County 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.

1. MODIFICATION NO. One (1)	2. REQUEST FOR DETENTION SERVICES NO. 074-03	3. EFFECTIVE DATE OF MODIFICATION October 1, 2004
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION WASHINGTON, D.C. 20530-1000 ATTN: VICKIE TAYLOR	5. LOCAL GOVERNMENT Chippewa County Jail 325 Court Street Sault Ste. Marie, MI 49783	6. IGA NO. 40-03-0014
		7. FACILITY CODE(S) 5GY
8. ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT \$43,500	

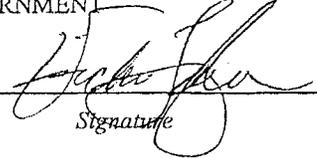
10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

1. The purpose of this modification is to increase the temporary per diem rate from \$42.00 to a fixed per diem rate of \$43.50. The rate adjustment is in accordance with the desk audit conducted by the USMS Program Review Team (PRT). This fixed per diem rate shall remain in effect from October 1, 2004 through September 30, 2006.

11. 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

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 GRAND JURORS, MICH.

12. APPROVALS	
<p>A. LOCAL GOVERNMENT</p> <p>Jeffrey L. Moran </p> <p>Signature</p> <p>Sheriff <u>Nov. 24, 04</u></p> <p>TITLE DATE</p>	<p>B. FEDERAL GOVERNMENT</p> <p>Vickie Taylor </p> <p>Signature</p> <p>Grant Specialist <u>11/12/04</u></p> <p>TITLE DATE</p>

1. MODIFICATION NO. Two (2)	2. REQUEST FOR DETENTION SERVICES NO. 05-101	3. EFFECTIVE DATE OF MODIFICATION July 1, 2005
4. ISSUING OFFICE U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION WASHINGTON, D.C. 20530-1000 ATTN: VICKIE TAYLOR	5. LOCAL GOVERNMENT Chippewa County Jail 325 Court Street Sault Ste. Marie, MI 49783	6. IGA NO. 40-03-0014
		7. FACILITY CODE(S) 5GY
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT N/A

10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

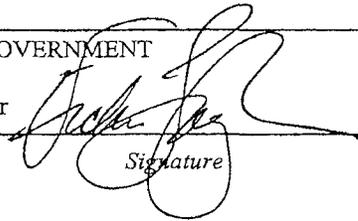
- The purpose of this modification is add Article X, Guard/Transportation Services to Medical Facilities and Article XI, Guard/Transportation to the United States Courthouse into the current Intergovernmental Agreement and establish an hourly rate of \$20.33 for these services. Mileage shall be reimbursed at the rate established pursuant to the current GSA mileage regulations.

11. 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

12. APPROVALS

A. LOCAL GOVERNMENT		B. FEDERAL GOVERNMENT	
Jeff Moran 		Vickie Taylor 	
<i>Signature</i>		<i>Signature</i>	
Sheriff	7/28/05	Grant Specialist	7/12/05
TITLE	DATE	TITLE	DATE

ARTICLE X - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:
 - a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and
 - b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.
2. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.
3. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
4. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.
5. The Federal Government agrees to reimburse the Local Government at the rate of \$20.33 per hour. Mileage shall be reimbursed at the mileage rate established pursuant to the current GSA mileage regulations.

ARTICLE XI - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:
 - a. Transportation and escort guard services will be performed by [REDACTED] qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;

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U.S. Department of Justice

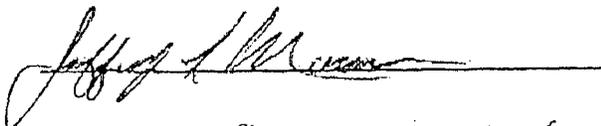
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No. 40-03-0014

Page No. 3 of 3

- b. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials;
 - c. The Local Government will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.
2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.
3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.
4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.
6. The Federal Government agrees to reimburse the Local Government at the rate of \$20.33 per hour. Mileage shall be reimbursed at the rate established pursuant to the current GSA mileage regulations.

1. MODIFICATION NO. Three (3)	2. REQUEST FOR DETENTION SERVICES NO. 06-160	3. EFFECTIVE DATE OF MODIFICATION October 1, 2006
4. ISSUING OFFICE U.S. MARSHALS SERVICE Witness Security & Pris. Op. Div WASHINGTON, D.C. 20530-1000 Attn: Renita L. Barbee	5. LOCAL GOVERNMENT Chippewa County Jail 325 Court Street Sault Ste. Marie, MI 49783	6. IGA NO. 40-03-0014 7. FACILITY CODE(S) 5GY
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT \$ N/A
<p>10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification is to change the term of the per diem rate to an indefinite period. The \$43.50 per diem rate was established using actual costs with a September 30, 2006 expiration date. No other terms or conditions, to include price, are affected by this change.</p>		
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:		
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL	
<p>12. APPROVAL</p> <p>A. LOCAL GOVERNMENT</p> <p> _____ Signature</p> <p><u>Sheriff</u> TITLE</p> <p><u>7/14/06</u> DATE</p>	<p>B. FEDERAL GOVERNMENT</p> <p><u>Renita L. Barbee</u> _____ Renita L. Barbee Signature</p> <p>Grants/Cooperative Agreement Specialist TITLE</p> <p><u>7/19/06</u> DATE</p>	

1. MODIFICATION NO. Four (4)	2. REQUEST FOR DETENTION SERVICES NO. 06-213	3. EFFECTIVE DATE OF MODIFICATION February 1, 2007
4. ISSUING OFFICE U.S. MARSHALS SERVICE WITNESS SECURITY & PRISONER OPERATIONS DIVISION WASHINGTON, D.C. 20530-1000 Attn: Renita L. Barbec	5. LOCAL GOVERNMENT Chippewa County Jail 325 Court Street Sault Ste Marie, MI 49783	6. IGA NO. 40-03-0014
		7. FACILITY CODE(S) 5GY
8. ACCOUNTING CITATION 15X1020		9. ESTIMATED ANNUAL PAYMENT \$165,534.80
<p>10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification is to increase the daily per diem rate from \$43.50 to \$56.69.</p> <p>No other terms and conditions of this agreement, including the Guard/Transportation rate, are affected by this modification. All other terms and conditions shall remain the same in accordance with the terms of the current IGA.</p>		
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:		
<p>A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT</p> <p>B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL</p>		
12. APPROVAL		
A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT	
<p style="text-align: center;"><i>Signature</i></p> <p style="text-align: center;"></p> <p style="text-align: center;">_____ TITLE</p> <p style="text-align: center;">DATE</p> <p style="text-align: center;"><u>Sheriff</u> <u>2/4/07</u></p>	<p style="text-align: center;"><i>Signature</i></p> <p style="text-align: center;">_____ Grants Analyst</p> <p style="text-align: center;">TITLE</p> <p style="text-align: center;">DATE</p> <p style="text-align: center;"><u>Renita L. Barbec</u> <u>1/23/07</u></p>	

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. Four (4)	2. REQUEST FOR DETENTION SERVICES NO. 06-213	3. EFFECTIVE DATE OF MODIFICATION February 1, 2007
4. ISSUING OFFICE U.S. MARSHALS SERVICE WITNESS SECURITY & PRISONER OPERATIONS DIVISION WASHINGTON, D.C. 20530-1000 Attn: Renita L. Barbee	5. LOCAL GOVERNMENT Chippewa County Jail 325 Court Street Sault Ste Marie, MI 49783	6. IGA NO. 40-03-0014
8. ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT \$165,534.80	7. FACILITY CODE(S) 5GY
10. 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 daily per diem rate from \$43.50 to \$56.69. No other terms and conditions of this agreement, including the Guard/Transportation rate, are affected by this modification. All other terms and conditions shall remain the same in accordance with the terms of the current IGA.		
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		
B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL		
12. APPROVAL		
A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT	
<p><i>Signature</i></p> <p><i>[Signature]</i></p> <p>TITLE _____ DATE <u>2/14/07</u></p> <p><i>Sherrill</i></p>	<p><i>Signature</i></p> <p>Grants Analyst _____</p> <p>TITLE _____ DATE <u>1/23/07</u></p> <p><i>Renita L. Barbee</i></p>	