This Agreement is for the housing, safekeeping and subsistence of adult/juvenile male and female federal prisoners in accordance with the contents set forth herein.

This Agreement consists of the following:

1. I-G-A Cover Page, Form #241
The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the U.S. Marshals Service (the government) and Passaic County, New Jersey (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 Passaic 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 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. The 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 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 giving written notice to the U.S. Marshal. Such notice will be provided 30 days in advance of 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 address of the agency using this facility is as follows:

   United States Marshal
   500 U.S. Courthouse, Federal Square
   Newark, New Jersey, 07101

   Phone: 201-645-2404

2. The government shall reimburse the County at the fixed rate identified on page one of the agreement. The rate covers one person per prisoner day. The government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The County may bill for the day of arrival but not for the day of departure.

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 County 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-25.
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. The date of the check issued in payment shall be considered to be the date payment is made.

5. The original invoice shall be submitted to the government office that has been designated to receive invoices, as stated in paragraph 1. To constitute a proper invoice, the invoice must include the name, title, phone number and complete mailing address of the official of the designated payment office. In addition, it shall list each federal prisoner, the specific dates of confinement for each, 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 of any or all government furnished property.

4. The dollar value of property provided each year will not exceed the annual dollar payment made by the Marshals Service for prisoner support.

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, Operations 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.
The purpose of this modification is to increase the jail day rate from $46.23 to $77.00.

The estimated prisoner days are changed from 1,000 to 18,250 per year based on 50 bedspaces.

**10. 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

**11. APPROVALS:**

A. LOCAL GOVERNMENT

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B. FEDERAL GOVERNMENT

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<td></td>
<td>Chief, Prisoner Operations Division</td>
<td>2/1/91</td>
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Form USM-241a Rev. 11/89

USMS HQ USE ONLY
Notification is hereby given that the U.S. Marshals Service, Eastern District of Pennsylvania will be the primary user of this facility and are to be billed at the below listed address:

U.S. Marshals Service  
2110 U.S. Courthouse  
601 Market Street  
Philadelphia, Pennsylvania 19106

(215) 597-7272

The District of New Jersey is not to be billed for the fifty (50) bedspace guarantee.

All other terms and conditions of the Intergovernmental Agreement remain unchanged.

10. 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

11. APPROVALS:

A. LOCAL GOVERNMENT

Signature: [Signature]
Title: [Title]
Date: [Date]

B. FEDERAL GOVERNMENT

Signature: [Signature]
Title: [Title]
Date: [Date]
**Modification of Intergovernmental Agreement**

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<td>3. ISSUING OFFICE</td>
<td>U.S. Marshals Service Procurement Division</td>
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<td>4. LOCAL GOVERNMENT</td>
<td>Passaic County Jail, 77 Hamilton Street, Patterson, New Jersey 07505</td>
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<tr>
<td>5. IGA NO.</td>
<td>J-A50-M-354</td>
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<td>6. FACILITY CODE(S)</td>
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<td>8. ESTIMATED ANNUAL PAYMENT</td>
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9. 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 incorporate the hold harmless clause for the Federal Excess Property Program, as set forth below:

On Page 4 of 4, under Article VII - Government Furnished Property, add the following paragraph:

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, possession or control of any property, vehicles, equipment and supplies furnished to the Local Government under the USMS Federal Excess Property Program 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.

10. 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

11. APPROVALS:

A. LOCAL GOVERNMENT

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B. FEDERAL GOVERNMENT

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Form USM-241a (Rev. 9/91)
The purpose of this Modification is to modify the Intergovernmental Agreement (IGA) to add the Bureau of Prisons (BOP) for billing purposes and insert the Escape Clause, as set forth below:

On page 2 of 4 of the Intergovernmental Agreement, under Article II, insert the following:

"4. The Local Government agrees to notify the U.S. Marshal as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility."

On page 3 of 4 of the Intergovernmental Agreement, under Article VI, Paragraph 1, insert the following:

United States Bureau of Prisons
Community Corrections Manager
26 Federal Plaza, Room 3716
New York, New York 10278

Phone: (212) 264-9521

**INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:**

<table>
<thead>
<tr>
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<th>B. LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U.S. MARSHAL</th>
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**APPROVALS:**

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Form USM-241a (Rev. 9/91)
1. MODIFICATION NO. FIVE (5)  
2. REQUEST FOR DETENTION SERVICES NO. 329-02  
3. EFFECTIVE DATE OF MODIFICATION September 30, 2002  

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<td>U.S. MARSHALS SERVICE</td>
<td>Passaic County</td>
<td>J-A50-M-354</td>
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<tr>
<td>PRISONER SERVICES DIVISION</td>
<td>Passaic County Jail</td>
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<tr>
<td>PROGRAMS AND ASSISTANCE BRANCH</td>
<td>77 Hamilton Street</td>
<td></td>
</tr>
<tr>
<td>WASHINGTON, DC 20530-1000</td>
<td>Paterson, NJ 07505</td>
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10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

1. The purpose of this modification is to incorporate provisions authorizing guard/transportation services and mileage reimbursement.

2. Article XV, Guard/Transportation Services To Medical Facility and Article XVI, Guard/Transportation Services to U.S. Courthouse, attached hereto, are hereby incorporated in the subject Interagency Agreement.

3. Passaic County Jail is hereby authorized to provide guard/transportation services at an hourly rate of $25.00.

4. Passaic County Jail is hereby authorized reimbursement of mileage expenses resulting from transporting Federal prisoners as directed by the Government. All mileage reimbursement shall comply with Federal Travel Regulations.

5. All other terms and conditions remain unchanged.

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. APPROVAL

A. LOCAL GOVERNMENT  

[Signature]  
Warden  
9/26/02  

B. FEDERAL GOVERNMENT  

[Signature]  
Contracting Officer  
9/26/02  

USMS HQ USE ONLY  

Form USM-241a  
(Rev. 3/99)  
Page 1 of 3 Pages
ARTICLE XV - 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 stipulated on page one (1) of this agreement.

ARTICLE XVI - 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 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;
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 specified on page one (1) of this agreement.
1. MODIFICATION NO.: SIX (6)  
2. REQUEST FOR DETENTION SERVICES: 06-198  
3. EFFECTIVE DATE MODIFICATION: 08/29/06

4. ISSUING OFFICE:  
   US Marshals Service  
   Witness Security and  
   Prisoner Operations Division  
   Washington, DC 20530-1000

5. LOCAL GOVERNMENT:  
   Passaic County Jail  
   77 Hamilton Street  
   Paterson, NJ 07505

6. IGA NO.: 50-06-0114  
7. FACILITY CODE(S) 2FA

8. ACCOUNTING CITATION:  
9. ESTIMATED ANNUAL PAYMENT:  
   AMOUNT: NA

10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to change the Intergovernmental agreement number from #J-A50-M-354 to #50-06-0114 and to add the Eastern District of New York as a user. Accordingly, Article VI – BILLING AND FINANCIAL PROVISIONS, is hereby revised to add the United States Marshals Service Eastern District of New York. All other terms and conditions remain unchanged.

1. Revise paragraph “1”, Article VI to add the billing address for the United States Marshals Service Eastern District of New York:

   United States Marshals Service  
   Eastern District of New York  
   US Courthouse, Suite G80  
   225 Cadman Plaza, E.  
   Brooklyn, NY 11201-1818

11. INSTRUCTIONS TO THE 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 THE U.S. MARSHAL

12. APPROVALS:

   A. LOCAL GOVERNMENT  
      Signature  
      Title ___________________________  
      Date ___________________________  

   B. FEDERAL GOVERNMENT  
      Signature  
      Grants Analyst ___________________________  
      Title ___________________________  
      Date 08/29/06
### Modification of Intergovernmental Agreement

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<td>U.S. MARSHALS SERVICE</td>
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<td>WITNESS SECURITY &amp; PRISONER OPERATIONS DIVISION</td>
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<tr>
<td>WASHINGTON, D.C. 20530-1000</td>
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<td>Attn: Renita L. Barber</td>
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<td>Passaic County Jail</td>
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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 $77.00 to $87.00.

The Intergovernmental Agreement Number J-A50-M-354 is canceled and replaced by a new IGA number of 50-07-0008. No other terms and conditions of this agreement, including the Guard/Transportation rate, are affected by this administrative modification. The Guard/Transportation rate is to remain the same in accordance with the terms of the current IGA.

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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<td>Chief U.S.M.</td>
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B. FEDERAL GOVERNMENT

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HQ USE ONLY

Form USM-241aUSMS
(Rev. 3/99)
Page 1 of 1 Pages