1. AGREEMENT NUMBER | J-AS5-M-241
2. EFFECTIVE DATE | 7/1/84
3. REQUISITION/PURCHASER/REQUEST NO. | 0186-A55-84
4. CONTROL NO. |

5. ISSUING OFFICE | UNITED STATES MARSHALS SERVICE
Operations Support Division
Program Administration Branch
1-TYSONS CORNER CENTER
MCLEAN, VIRGINIA 22102

6. GOVERNMENT ENTITY | NAME AND ADDRESS
Ontario County Jail
74 Ontario Street
Canandaigua, New York 14424

7. APPROPRIATION DATA | 1541020

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>This Agreement is for the housing, safekeeping and subsistence of adult male and female federal prisoners in accordance with the contents set forth herein.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td>This Agreement consists of the following: (A) I-G-A Cover Page, Form #241 (B) Agreement Schedule, pages 2-5</td>
<td>200</td>
<td>PDS</td>
<td>$64.00</td>
<td>$12,800.00</td>
</tr>
</tbody>
</table>

14. 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.

15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN HEREF | William R. Compton, Chairman Bd. of Supvs.
Name (Type or Print) | Title
(Signature) | Date 10/25/84

16. TYPE OF USE | 17. PRISONER TYPE TO BE INCLUDED
- Hold Over | - UNSENTENCED
- Regular Support | - Adult Male
- Seasonal Support | - Adult Female
- Other | - Juvenile Male
18. LEVEL OF USE | - Juvenile Female
- Minimum | - Aliens
- Medium | - YCA Male
- Major | - 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

20. ANTICIPATED ANNUAL USAGE | No. of Prisoners | UNSENTENCED | SENTENCED | ALIENS | TOTAL |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prisoner Days</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
<td>200</td>
</tr>
<tr>
<td>Guard Hours</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

21. NAME OF AUTHORIZING OFFICIAL | DATE SIGNED
Joseph B. Enders, Chief
Operations Support Div. | 7/20/84

Prior editions are obsolete and are not to be used FORM USM-241 (Rev. 6/20/83)
GPO 900-468
UNITED STATES MARSHALS SERVICE
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 Ontario County, New York (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 Ontario 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 facilities.
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 facilities
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 facilities 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. Government agrees to maintain federal prisoner population levels at or below the
level established by the facilities administrators.
4. Federal prisoners may not be released from the facilities 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 facilities 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 addresses of the agencies using this facility are as follows:

   United States Marshals Service  
   129 U.S. Courthouse  
   68 Court Street  
   Buffalo, New York 14202  
   Phone: (716) 846-4851

   Bureau of Prisons  
   Community Programs Manager  
   Federal Building 2002A  
   1000 Liberty Avenue  
   Pittsburgh, Pennsylvania 15222  
   Phone: (412) 644-6560
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 1901) 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.

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.