

United States Marshal Service

Modification of Intergovernmental Agreement

1. Agreement No. 81-99-0160	2. Effective Date February 15, 2024	3. Facility Code(s) 8JF	4. Modification No. 2	5. UEI No. GMHTDPH2Q2M7
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division CG-3 Suite 3000 Washington, DC 20530-0001		7. Local Government Tooele County Detention Center 1960 S. Main Street Tooele, UT 84074 Tax ID: 87-6000317		
8. Appropriation Data Housing/ transportation 15X1020	9. Per-Diem Rate \$85.00	10. Guard/Transportation Hourly Rate \$42.00		

11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE INTERGOVERNMENTAL AGREEMENT (IGA) REFERRED TO IN BLOCK 1, REMAIN UNCHANGED.

The purpose of this modification is to add the following provision to the IGA indicated above in Block 1:

Private Business Use – Federal Use of Tax-Exempt Financed Prison Facilities (April 2023)

In accordance with 26 U.S. Code § 1.141-3 – *Definition of private business use*, the term of this Agreement shall be for 100 calendar days. *The Agreement term will automatically renew each 100 calendar days and shall continue through perpetuity* or until an official written notice to terminate the Agreement has been provided by the requesting party to the receiving party.

"This Agreement is effective upon the date of signature of both parties, and will remain in effect for 100 calendar days, and will automatically renew at the end of such 100 calendar day period unless it is terminated by either party with written notice to the other, such written notice must be provided to the other party no less than 30 calendar days of its intent to terminate; provided, however, if The Local Government has received a Cooperative Agreement Program (CAP) Award, the termination provision of the CAP prevails."

Note: This modification was previously requested by the local government for the stated purpose of applying for tax-exempt bonds. The approval of this modification should not be construed as a determination by the United States Marshals Service that the local government has or has not met all necessary requirements under applicable law and regulations.

NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS CHANGE

12. INSTRUCTIONS OF 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 ALL COPIES TO UNITED STATES MARSHAL

13. APPROVALS

A. LOCAL GOVERNMENT

Paul J. Whinnery
Signature

Sheriff 2-8-24
TITLE DATE

B. FEDERAL GOVERNMENT

TIFFANI EASON Digitally signed by TIFFANI EASON
Date: 2024.02.15 16:59:25 -05'00'
Signature

Assistant Chief, Intergovernmental Agreements
TITLE DATE