

**Navy Region Mid-Atlantic Inter-Governmental Support Agreements (IGSA)  
Funding and Financial Execution  
Standard Operating Procedures**

1. Committing Funds

RESPONSIBILITIES:

- a. Naval Installation shall submit a request for reservation of funds to the Regional Program point of contact (POC) for specific services required using each program's established request process.
- b. Regional Program POC shall approve/disapprove the request.
  - i. Approved – Regional Program POC shall create a request for a Public Voucher (PV) document using the Command Financial Management System (CFMS) and the Document Request Tool (DRT) module.
  - ii. Disapproved – Regional Program POC notifies the Naval Installation of the disapproval.
- c. Regional Comptroller Office (N8) shall ensure the reservation of funding in the official accounting system Standard Accounting, Budgeting, and Reporting System (SABRS).
  - i. Retrieve and process the Program's requested funding document, resulting in the transaction flowing electronically from Command Financial Management System (CFMS) to SABRS.
  - ii. Funds will stay in a committed status based on individual orders under the IGSA until invoices are received and processed.

2. Payment of Funds

RESPONSIBILITIES:

- a. Municipality shall
  - i. Register in the System of Award Management (SAM) via <https://www.sam.gov/portal/SAM/>. Required by the Defense Finance Accounting Service (DFAS), all vendors must register in SAMS to process payments due using electronic funds transfer (EFT).
  - ii. Submit a monthly invoice to the Installation POC to include:
    1. Payee's name, address, and phone number
    2. Invoice date
    3. Invoice number
    4. IGSA agreement number
    5. Date services were rendered
    6. Description of services
    7. Unit price
    8. Quantity
    9. Total price

- b. Naval Installations shall
  - i. Review invoice for accuracy and verify all services listed were received to the satisfaction of the installation.
  - ii. Installation POC conducting the review should use the receipt and acceptance process of circling quantity to show validation and agreement of services provided, signing and dating the invoice signifying validation of services and the date of validation.
  - iii. Submit invoice to N8 POC for processing.
  - iv. Submit a copy of the invoice to Regional Program POC for situational awareness.
  - v. Maintain a copy of the validated invoice for auditing purposes for 6 years after final payment or cancellation.
- c. N8 POC shall
  - i. Within 7 business days of receipt of the invoice, create a Public Voucher for Purchases and Services Other Than Personal (SF1034) using the information on the monthly invoice.
  - ii. Submit the SF1034 to Commander, Navy Installations Command (CNIC) for certification and submission to the Defense Finance Accounting Service (DFAS).
- d. DFAS shall
  - i. Issue payment to the Municipality via EFT.

**PERFORMANCE WORK STATEMENT  
CONFINEMENT OF MILITARY MEMBERS IN THE GREAT LAKES AREA**

1. SCOPE OF WORK. The County and Lake County Sheriff's Office (hereinafter the "County") shall provide safe quarters and subsistence, including but not limited to feeding three meals daily, laundry services, and commissary privileges for purchasing hygiene and health/comfort items, for military personnel for the confinement duration, to include pre-trial and limited post-trial. Military prisoners shall be given the same privileges and be subject to the same restrictions afforded other inmates, except when specifically altered by this Performance Work Statement.

1.1. The Lake County Sheriff's Adult Corrections Facility is within a 15 mile radius of Naval Station Great Lakes.

1.2. The County shall charge a daily rate that covers the support of one Federal prisoner "Federal detained day", which shall include the day of arrival, but not the day of departure.

1.3. The Federal Government estimates there will be an average of 0 to 3 prisoners in confinement at any given time. Averages are derived from historical data and may or may not accurately reflect the actual numbers of prisoners housed in the County's facility.

1.4. The Federal Government shall make payments to County of Lake on a monthly basis, promptly after receipt of an appropriate invoice.

1.5. The County shall become a participant of Wide Area Work Flow program to ensure electronic payment via Defense Finance and Accounting Service (DFAS).

2. GOVERNANCES. Per the Manual for Courts-Martial (2008) Chapter III, Rule 305, "Any person who is subject to trial by court-martial may be confined if the requirements of this rule are met." This performance work statement is governed by the authority of 10 USC 809 and 18 USC 4042.

3. TASKS

3.1. The County shall comply with and maintain certification by a state Department of Corrections (DOC), American Correctional Association (ACA) and Prison Rape Elimination Act (PREA). Facility should be on the approved list for use by the U.S. Marshalls Service. If not on the list, the facility is still be in compliance with requirements as long as facility is accredited by the State DOC, certified by the ACA and in compliance with PREA.

3.2. The County shall provide lodging areas for military personnel completely separate from foreign nationals in order to comply with Manual for Courts Martial Article 12, which states: "No member of the armed forces may be placed in confinement in immediate association with enemy prisoners or other foreign nationals not members of the armed forces."

3.3. The County shall provide initial issue of uniform items to include (3) t-shirts, (3) underwear, (3) socks, (2) uniform shirt, (2) uniform pants and (1) pair of footwear. Females shall receive (3) bras and (3) panties instead of shorts.

3.4. The County shall provide initial issue of personal hygiene items to include toothbrush, drinking cup, toothpaste, bar of soap and a comb.

3.5. The County shall provide access to a commissary to purchase additional personal hygiene items as necessary.

3.6. The County shall provide separate inmate housing for pre-trial (pre-arraigned) and post-trial (sentenced) personnel.

3.7. The County shall maintain prisoner classification and personnel records for each military member throughout the entire pre-trial and post-trial confinement period.

3.8. The County shall segregate pre-trial prisoners by classification as well as segregate post-trial prisoners by classification.

3.9. The County shall house military prisoners separately if the individual held is familiar with other military prisoners; is familiar with other prisoners at the County's facility; or if the military prisoner shall be testifying against another individual confined.

3.10. The County shall allow only pre-arranged qualified military escorts to pick up and drop off military prisoners from the facility with the exception that the County shall transport or have transported by ambulance military prisoners to hospital for emergencies.

3.11. The County shall NOT in-process military personnel under this contract into jail records as if incarcerated by any civilian law enforcement agency.

3.12. The County shall take possession, maintain accountability and control of personal property until military member is released.

3.13. The County shall maintain a picture identification card so that proper internal inmate accounting can be accomplished.

3.14. The County shall conduct an orientation of inmate rules and regulations prior to being placed in any general population scenario.

3.15. The County shall allow for military counseling services by assigned military counselors upon prisoner request.

3.16. The County shall provide routine medical care and shall contact Naval Military Corrections Liaison Office (MCLO) when military member requests military medical attention.

3.17. The County shall have official grievance procedures set in place.

3.18. The County shall have a library available for prisoner use.

3.19. The County shall provide religious services to be conducted by various religious and church groups.

3.20. The County shall perform evacuation drills per local, state and federal laws.

3.21. The County shall provide opportunity for hair cutting.

3.22. The County shall have a formal discipline process for handling minor violations and shall inform the Navy Liaison of any infraction that could result in civilian charges against military prisoners. The County shall not subject military prisoners to additional punitive duties or labor without first using the process outlined above.

3.23. The County shall allow the military prisoner's command to conduct official visits on, at a minimum, a weekly basis (not to count against family or attorney visit limitations).

3.24. The County shall make available non-pay parking for all military staff on official business, official military vehicles, official visitors, and assigned or retained Defense counsel.

3.25. The County shall allow military prisoners to attend training sessions and have access to program services (i.e., AA).

3.26. The County contracted medical provider and its staff shall, when necessary in its judgment as on-scene provider, immediately provide urgently-needed medical treatment to military prisoners and shall notify the MCLO of such medical treatment as soon as practicable. The County contracted medical provider and its staff shall provide medical treatment to military prisoners when care cannot wait until the next medical appointment. The County contracted medical provider and staff shall treat military prisoners as provided below.

3.26.1. In an emergency situation, the County shall transport or have transported by ambulance the military prisoner to the closest hospital or the County contracted medical provider and staff shall treat the prisoner on-site and notify the Navy Liaison as soon as practicable. If the military prisoner is transported to a hospital, the Navy Liaison shall arrange to have Navy personnel relieve the County staff on guard duty at the hospital.

3.26.2 In a non-emergent situation, the County contracted medical provider and staff shall notify the Navy Liaison Office of the need for medical treatment for a military prisoner who shall make necessary arrangements relative to securing proper military medical treatment for the prisoner, including but not limited to making medical appointment arrangements, notifying the County of an impending short-term release, transporting the military prisoner to his or her medical appointment, and returning the military prisoner to the County with any accompanying medical information for insertion into the prisoner's medical record.

3.27. The County shall afford female prisoners the following additional safeguards as mandated by military regulations:

3.27.1. Female and male prisoners may not occupy the same space at the same time.

3.28.2. Female prisoners shall be both visually and acoustically berthed separately from male prisoners.

3.27.3. The County staff assigned to process and handle female military prisoners shall be female.

3.28. The County shall not make military prisoners perform punitive labor or perform other tasks that could be construed as punishment with post-conviction prisoners from the general population.

3.29. The County shall recognize the Naval Station Great Lakes MCLO as the single point of contact, 24-hours a day, seven days a week for all military prisoner Issues, including transfer and final release.

4. INSPECTIONS. Commander, Navy Personnel Command reserves the right for oversight and audit of the confinement process and conditions of confinement for naval members subject to confinement as the County's facility. This oversight and review audit shall be done every two years and advance coordination will occur.

5. CERTIFICATIONS, COMPLIANCE, OVERSIGHT. The County is required to maintain certifications and comply with the following but not limited to:

- Accredited by the state Department of Corrections (DOC),
- Certified by American Correctional Association (ACA),
- Compliance with Article 12, Uniform Code of Military Justice (UCMJ),
- Compliance with Prisoner Rape Elimination Act (PREA),
- Compliance with separation of pretrial and post-trial prisoners,
- Compliance with BUPERS 00D oversight audits

**INTERGOVERNMENTAL SUPPORT AGREEMENT  
BETWEEN  
NAVAL STATION GREAT LAKES  
AND  
COUNTY OF LAKE, ILLINOIS  
AND  
LAKE COUNTY SHERIFF’S OFFICE**

Subj: CONFINEMENT OF MILITARY MEMBERS

Encl: (1) Navy Region Mid-Atlantic Inter-Governmental Support Agreement (IGSA)  
Funding and Financial Execution Standard Operating Procedures  
(2) Performance Work Statement – Confinement of Military Members in the Great  
Lakes Area

1. PURPOSE. This Intergovernmental Support Agreement (IGSA) is entered into by and between the County of Lake, Illinois and the Lake County Sheriff’s Office (the County) and Naval Station Great Lakes (NAVSTA Great Lakes), Illinois, by its Commanding Officer (the term Parties is used herein when the County and NAVSTA Great Lakes are referenced together), pursuant to 10 United States Code Section 2679 and the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and authorized by Article 7, Section 10 of the Constitution of the State of Illinois.

The purpose of this IGSA is to establish the terms and conditions under which the County will provide Pre and Post Trial Confinement services of Military Members for NAVSTA Great Lakes. The County, by signing this IGSA represents that it currently provides similar services for its own use.

2. RECITAL

**WHEREAS**, the Parties are looking to establish mutually beneficial relationships and opportunities to create a public-public partnership; and

**WHEREAS**, NAVSTA Great Lakes lacks in-house equipment and personnel to provide for pre and post-trial confinement services; and

**WHEREAS**, the County already provides shared services such as confinement to their local municipalities and has sufficient capacity to provide the same services to NAVSTA Great Lakes; and

**WHEREAS**, the County would also gain revenue from increased productive time for its workforce, but still have a robust capacity to confine prisoners as it needs to; and

**WHEREAS**, each Party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and to be bound by, this IGSA.

3. NATURE OF THIS AGREEMENT. This IGSA shall serve as general authority for the Parties to perform the responsibilities set forth herein.

4. RESPONSIBILITIES OF THE PARTIES

4.1. NAVSTA Great Lakes

4.1.1. NAVSTA GREAT Lakes will determine the confinement services to be purchased on an as needed, end-user demand basis, depending on the amount of funding available for this purpose.

4.1.2. Nothing in this agreement commits NAVSTA Great Lakes, the United States Navy, or any other component of the United States Government to purchase a minimum amount of services from the County.

4.1.3. The price, or confinement daily rate, is \$89.39 per confinement day. The total cost of the services purchased by NAVSTA Great Lakes under this agreement will not exceed \$100,000 in a single year.

4.1.4. NAVSTA Great Lakes will process Invoices presented by the County in accordance with enclosure (1).

4.2. County

4.2.1. The County shall provide all labor, supervision, materials, equipment, and Facilities necessary for the services outlined in enclosure (2). Pursuant to 10 U.S.C. 2679, if the County executes any support services via a contract, the County must ensure that such a contract is awarded on a competitive basis.

4.2.2. Per this agreement, the County is under no obligation to provide a service requested by NAVSTA Great Lakes, the United States Navy, or any other component of the United States Government if the County is not in a position to honor the request.

4.2.3. The County will invoice in accordance with enclosure (1).

5. ADMINISTRATIVE PROVISIONS

5.1. Effective Date. This IGSA shall be effective on the date upon which the last party to this Agreement executed and dated the same.

5.2. Duration and Renewal. This IGSA shall remain in effect for five years. During the fifth year of this IGSA, the Parties shall review the agreement and agree to a new IGSA or terminate this IGSA.

5.3. Termination. The County acknowledges that the Commanding Officer, NAVSTA Great Lakes has the right to terminate this IGSA, in whole or in part, without liability to the Government, when it is in the interest of the Government or required for compliance with any law, regulation or appropriation statute. The Parties further agree that either Party may terminate this IGSA, for any reason, upon giving 90 days written notice to the other party of the intent to do so.



5.4. Changes or Modifications. Changes or modifications to this IGSA may be proposed by either party at any time following the effective date of the agreement. Proposed changes must be submitted to the other party in writing and allow for a minimum 60-day review period. Changes may only be incorporated in this IGSA upon written agreement and signature execution of both parties.

5.5. Notices. All notices, requests, reports, demands and other communication under this IGSA shall be in writing and shall be deemed to have been duly given:

- (i) immediately upon receipt if hand-delivered in accordance with the notice provisions of this IGSA;
- (ii) on the day after delivery to a nationally recognized overnight courier service; or
- (iii) on the fifth day of mailing, if mailed to the party to whom such notice is to be given, by registered or certified U.S. mail, return receipt requested, and in all cases, if prepaid and properly addressed as follows:

5.5.1. Primary Points of Contact

5.5.1.1. County of Lake/Lake County Sheriff's Office:

Representative: Theodore Uchick  
Title: Lieutenant  
Address: 25 S. Martin Luther King Jr. Ave, Waukegan ILL 60085  
Telephone: (847) 377-4214  
Email: tuchiek@lakecountyil.gov

5.5.1.2. Naval Station Great Lakes:

Representative: Edward McLaughlin  
Title: Installation Program Integrator  
Address: 2601 Paul Jones St, Great Lakes ILL 60088  
Telephone: (847) 688-2961  
Email: Edward.j.mclaughlin@navy.mil

5.6. Anti-Deficiency Act. The execution and compliance with this IGSA by NAVSTA Great Lakes and the purchase of services are subject to the provisions of the Anti-Deficiency Act, as amended, 31 U.S.C. §1341 et seq., and requisite regulations which control funding of operations. Nothing in this IGSA is intended to make or authorize an expenditure or obligation exceeding an amount or purpose available in a United States Government appropriation or fund for expenditure or obligation. Furthermore, this IGSA does not create an obligation for payment or any other expense in advance of an appropriation unless otherwise authorized by law.

5.7. Construction of this Agreement. This IGSA shall not be construed more strictly against one party than against the other as both Parties have contributed substantially and materially to the preparation hereof.

5.8. Status of Parties. The relationship of the Parties to this IGSA is one of independent parties. No Party shall represent itself as the agent or employee of any other Party.

5.9. Choice of Law. Federal law will govern this IGSA and the Parties will comply with applicable Federal, State, and Municipal laws, codes, and regulations to the extent necessary to

perform the work herein. In the event of a conflict between Federal law and State law as well as Municipal law, Federal law will control.

5.10. Authority to Execute Agreement. Each party to this Agreement represents to the other party that its governing body has taken the necessary action to authorize the execution of this Agreement.

5.11. Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.


6. ENTIRE AGREEMENT. With the exception of work orders which may be subsequently executed, this Agreement, upon execution by the County and NAVSTA Great Lakes constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed orally or by any means other than as specified in section 5.4.

7. EXECUTED. This \_\_\_\_ day of \_\_\_\_ 2019 by:

COUNTY OF LAKE

NAVSTA Great Lakes

\_\_\_\_\_  
JOHN IDLEBURG  
Lake County Sheriff

  
\_\_\_\_\_  
RAYMOND C. LEUNG, CAPT USN  
Captain, U.S. Navy  
Commanding Officer

\_\_\_\_\_  
SANDY HART  
Lake County Board Chair