

**INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN
NAVAL STATION GREAT LAKES
AND
MCHENRY 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 Procedure.
(2) Performance Work Statement – Confinement of Military Members in the Great Lakes Area

Support Agreement #: N0012824GTC15062

1. PURPOSE. This Intergovernmental Support Agreement (IGSA) is entered into by and between the McHenry County Sheriff’s Office (the “County”) and Naval Station Great Lakes (“NAVSTA Great Lakes”), Illinois, by its Commanding Officer (when the County and NAVSTA Great Lakes are referenced together, the “Parties”), 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 \$95.00 per confinement day. The total cost of the services purchased by NAVSTA Great Lakes under this agreement will not exceed \$1,000,000 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 of 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 or sent by e-mail with a confirmed reply confirming receipt 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. McHenry County Sheriff's Office:

Representative: Sandra Salgado
Title: Business Manager
Address: 200 N. Seminary Ave, Woodstock, IL 60098
Telephone: (815) 334-4087
Email: sfsalgado@mchenrycountyil.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.civ@us.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. Any litigation related to this Agreement will be filed in a Federal Court with jurisdiction to adjudicate the dispute, this may include the United States District Court for the Northern District of Illinois, Western Division.

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 _____ 2024 by:

McHENRY COUNTY

NAVSTA Great Lakes

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XXXXXXXX

STEPHEN YARGOSZ, CAPT USN
Commanding Officer