

**INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN
NAVAL SUPPORT ACTIVITY (NSA) PANAMA CITY
AND
BAY COUNTY
FOR
ROAD REPAIR SERVICES**

IGSA NUMBER **XXXX**

This is an Intergovernmental Support Agreement (IGSA) between the Department of the Navy, a federal agency, as represented by Naval Support Activity (NSA) Panama City, and Bay County. NSA Panama City and Bay County are individually referred to as "Party" and collectively referred to as the "Parties."

1. **BACKGROUND:** The Parties enter into this IGSA so that Bay County can provide road repair services to NSA Panama City.
2. **AUTHORITIES:** This IGSA is entered into by NSA Panama City pursuant to 10 U.S.C. § 2679 and by Bay County pursuant to Florida State Statute § 163.01.

- a. 10 U.S.C. § 2679 permits the Navy to enter into an IGSA on a sole source basis with a State or local government provided the IGSA will serve the best interest of the Navy by enhancing mission effectiveness or creating efficiencies or economies of scale, including reducing costs, and when the State or local government providing the installation services already provides such services for its own use. This IGSA serves the best interests of the Department of the Navy by creating efficiencies and economies of scale that will reduce cost for road repair services for NSA Panama City. Bay County already provides these services across the county. This IGSA will streamline and make more efficient award and execution of routine and recurring projects, in addition to cost savings achieved through economies of scale.

- b. Florida State Statute § 163.01 permits Bay County to enter into agreements with public agencies, in this case NSA Panama City, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Bay County already provides these services for its own use.

3. **PURPOSE:** This IGSA is made by and between the Parties to provide road repair services on NSA Panama City using Bay County personnel and contracts executed by Bay County as mutually agreed upon. The purpose of this IGSA is to outline the roles and responsibilities of the Parties, identify the services to be furnished by Bay County, the estimated prices to be paid by the United States, and the appropriate reimbursement, indemnification, and liability procedures.

a. NSA Panama City sees this IGSA as an opportunity to further grow and strengthen the relationship between the Parties. This IGSA allows Bay County to assist NSA Panama City more efficiently and economically meet the installation's road repair requirements.

b. This IGSA is the result of the Parties' mutual efforts to reduce costs, create efficiencies and enhance mission effectiveness.

4. RESPONSIBILITIES OF THE PARTIES: Responsibilities of the Parties in the execution of this IGSA for road repair services provided to NSA Panama City are as follows:

a. NSA Panama City is responsible for:

(1) Identifying requirements and developing a requirements package for a prospective task order related to road repair.

(2) Issuing a request for proposal for a prospective task order and performing a technical evaluation on a prospective task order.

(3) Accepting or declining proposals from Bay County and issuing a written task order to Bay County for services if terms and conditions of the task order are agreeable to all involved Parties.

(4) Process access to NSA Panama City for requisite Bay County personnel.

(5) Participating in a kickoff meeting prior to executing the services under an issued task order.

(6) Notifying any affected tenant, security, fire, and Public Affairs Office of planned project as necessary.

(7) Conducting a meeting with Bay County to review project objectives and final accounting of each executed task order.

(8) Performing inspections and final acceptance of work for issued and completed task orders.

b. Bay County is responsible for:

(1) Developing a proposal with cost estimates for requested services, including both organic and contracted costs. Proposals for repair services to be submitted on an as needed basis.

(2) If necessary, Bay County will conduct a site visit to NSA Panama City to better understand the requested work and refine the statement of work

(SOW).

(3) Issuing a request for proposal for services pursued through competitive bidding, as well as reviewing and analyzing bids received from competitive bidding.

(4) Providing a recommendation and submitting the cost estimate from competitive bidding to NSA Panama City.

(5) Performing and managing the services (to include quality assurance and quality control) as agreed upon in an issued task order through either organic in-house capability or a competitively awarded contract.

(6) Notifying NSA Panama City if any issues, change orders, or unforeseen conditions are encountered.

(7) Jointly, with NSA Panama City, conducting a meeting to review project objectives and final accounting of each executed task order.

(8) Providing final project accounting to NSA Panama City.

(9) Ensuring compliance with all applicable Federal and State standards, laws, and regulations.

c. Both Parties are responsible for:

(1) Meeting monthly to discuss any performance or any other issues they may have under this IGSA and any issued task orders.

5. PUBLIC DISCLOSURE: To the extent permitted by the laws governing each Party, the Parties shall protect personal information and maintain the confidentiality of other exchanged information when requested to do so by the providing Party.

a. The Parties will comply with public requests for information related to this IGSA pursuant to the Freedom of Information Act, 5 U.S.C. §552 and Florida's Public Records Law, Chapter 119 of Florida State Statutes, as applicable to each Party.

b. If Bay County receives a request for information about this IGSA made under either the Freedom of Information Act or Florida's Public Records Law, Bay County will notify NSA Panama City points of contact (POC) designated in this IGSA within five (5) business days. If NSA Panama City receives a request for information about this IGSA under Freedom of Information Act, the installation will notify Bay County POCs designated in this IGSA within five (5) business days.

c. Nothing herein shall require either Party to obtain the consent of the other Party prior to complying with a request for information to the extent such compliance is required by law. If

either Party receives a request for information that the other Party believes is either exempt from production or confidential under applicable law, the Party claiming that such information is confidential or exempt from production shall have five (5) business days to inform the other Party of its intent to seek a protective order preventing disclosure of the information. Failure to notify the other Party of such intent shall be construed as consent for the release of the information.

6. RELATIONSHIP OF THE PARTIES: In exercising their respective rights, powers, and obligations under this IGSA, each Party acts in an independent capacity. No Party shall represent itself as the agent, officer, or employee of any other Party. Each Party is responsible for all costs of its personnel and contractors, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. Neither Party shall provide, without the prior written consent of the other Party, any contractor or employee with a release that waives or purports to waive any right a Party may have to seek relief or redress against that contractor or employee.

7. GENERAL PROVISIONS:

a. ADMINISTRATION. This IGSA shall be mutually administered by the Parties. The IGSA administrators will identify personnel at Bay County and at NSA Panama City to coordinate and manage the provision of services and the payment for services provided by Bay County under this IGSA and any subsequent task orders issued pursuant to this IGSA.

b. CORRESPONDENCE AND POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this IGSA. Each Party may change its POC and will provide email notice to all POCs when a POC is changed. All correspondence to be sent and notices given pursuant to this IGSA will be addressed to the requisite POC. Email will be the primary form of correspondence.

(1) For NSA Panama City:
LCDR Arthur Griffin
NSA Panama City Public Works Officer
Email: arthur.e.griffin4.mil@us.navy.mil

(2) For Bay County:
Keith Bryant
Chief Infrastructure Officer
Bay County
Email: kbryant@baycountyfl.gov

c. ADDITIONAL CORRESPONDENCE: Should email addresses be insufficient to reach the requisite POC, the following mailing addresses and phone numbers are to be used as secondary and tertiary means of communication.

If to NSA Panama City, to:
ATTN: NSA Panama City Public Works Officer
101 Vernon Avenue

Panama City, FL 32407-7018
Phone: 850-234-4110

And, if to Bay County, to:

ATTN: Keith Bryant
Chief Infrastructure Officer
Bay County
840 West 11th Street
Panama City, FL 32401
Phone: 850-248-8301

d. **RECORDS:** The Parties shall follow established cost principles and procedures in determining allowable costs and payments under this IGSA and shall maintain books, records, documents, or other evidence pertaining to costs and expenses under this IGSA for a minimum of three years after the expiration or termination of the IGSA. To the extent permitted under applicable laws and regulations, the Parties shall each allow the other to inspect such books, records, documents, or other evidence. Each Party shall maintain records of each task order and all payments made therefore in accordance with its governing record retention rules.

8. FINANCIAL DETAILS:

a. **COSTS:** As of the effective date of this IGSA, the costs for all efforts to be ordered hereunder are estimated to be at an annual cost of two thousand, one-hundred and seventeen dollars and fifty cents (\$2,117.50). This amount is not intended to represent the total financial responsibilities nor the actual needs of NSA Panama City in a given year. Actual requirements for a given year will be reflected in task orders and dependent upon availability of funds.

b. **ADMINISTRATIVE FEE:** For any services rendered by Bay County, NSA Panama City agrees to pay Bay County an administrative fee equal to ten percent (10%) of each invoice.

c. **AVAILABILITY OF FUNDS:** This IGSA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this IGSA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation.

d. **NO LIMITATION.** Nothing in this IGSA shall limit or prohibit the ability of either Party from contracting with other persons or entities for the provision of the same or similar services.

e. **BILLING AND PAYMENT.** NSA Panama City will pay Bay County for road repair services executed under issued task orders and pursuant to this IGSA. Bay County will bill NSA Panama City, through the DoD's Procurement Integrated Enterprise Environment (PIEE) Wide Area Workflow (WAWF) application, as services are completed. Progress payments will be processed monthly through WAWF.

9. PAYMENT: Payment for services shall be based on services provided as set forth in this Agreement and individual task orders. Pursuant to the Office of Management and Budget 2 CFR Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, taxes that Bay County is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect federal programs. NSA Panama City shall not reimburse Bay County for any taxes in which the legal incidence of the tax falls on the Navy.

a. The obligation of funds by NSA Panama City is subject to the availability of appropriated funds and will be documented in an issued task order.

10. REVIEW OF IGSA: This IGSA will be reviewed annually on or around the anniversary of its effective date for financial impacts and to ensure the IGSA remains mutually beneficial for the Parties.

11. TERM OF IGSA: This IGSA is being entered into for a total term not to exceed ten (10) years. This IGSA automatically terminates after 10 years from the effective date. A new IGSA may be executed for subsequent periods not to exceed ten years.

12. MODIFICATION OF IGSA: This IGSA may only be modified by the written agreement of the Parties which must be duly signed by their authorized representatives.

13. SUSPENSION OF IGSA: The United States reserves the right to suspend performance of the agreement in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States. In the event of a suspension, compensation for Bay County will continue subject to availability of funds and work not affected by the suspension. Bay County reserves the right to suspend performance of the agreement in the event of emergencies, force major events or for other reasons outside the control of Bay County.

14. TERMINATION:

a. MUTUAL. The IGSA may be terminated by mutual written agreement at any time. In the event of mutual termination, no rights, responsibilities, benefits, or liabilities shall accrue to either Party.

b. UNILATERAL. Each Party reserves the right to unilaterally terminate this agreement for its convenience upon 60 calendar days written notice to the POCs designated in this IGSA. When notified by the other Party of the termination, the Parties shall immediately negotiate a separate Termination Agreement and Schedule to define the roles and responsibilities and to mitigate impacts and all costs caused by the termination. The Parties recognize that the obligations and debts under this IGSA are part of a task order, and they are incurred as services are provided. Any obligations or debts incurred hereunder prior to termination shall become immediately due and payable by the withdrawing Party upon termination. The withdrawing Party shall not be entitled to a refund or credit for any sums paid or incurred under this IGSA prior to

termination.

15. APPLICABLE LAW:

a. The Parties shall comply with all applicable federal, state, and local laws, federal executive orders, and federal rules and regulations applicable to its performance under this IGSA. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the federal statute shall govern. If there is a conflict between federal and state law or any municipal laws, federal law will control.

b. This IGSA is not governed by standard acquisition contracting methods of competitive bidding as delineated in the Federal Acquisition Regulation and supplements thereto. Bay County may provide services hereunder organically, in-house. However, where Bay County shall provide services through a contract, the contract must be awarded through competitive procedures.

16. DISPUTES:

a. If the Parties are unable to agree about interpreting or applying a material term of either this IGSA or a task order, the Parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IGSA or the task order, including amendment or termination of this IGSA or the task order, as necessary, or by escalating the dispute within their respective organizations.

b. As a condition precedent to a Party bringing any action for breach of this IGSA, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each Party must pay an equal share of any costs incurred by the use of a third party.

c. If any third-party dispute or litigation relates to, or potentially affects a Party's ability to perform under this IGSA, the Parties agree to promptly notify each other of such dispute or litigation. The existence of such a dispute or litigation shall not excuse the Parties from performance pursuant to this IGSA.

d. If any dispute between the Parties arising out of this IGSA requires consideration of the law, the rights and obligations of the Parties shall be interpreted and determined according to the federal substantive and procedural laws of the United States of America.

e. Any inconsistency between the IGSA and task order shall be resolved by giving precedence in the following order: (1) the IGSA; (2) the task order.

17. LIABILITY: Each Party is responsible for the action of its agents, officers, and employees. Nothing in this IGSA is intended to modify the immunity held by either the United States Navy or Bay County. Furthermore, nothing in this IGSA is intended, nor

may it be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever, in any third person not a party to this IGSA.

18. COOPERATION OF PARTIES: The Parties recognize that it is essential to cooperate fully concerning the handling of information and provision of services contemplated by this IGSA. In connection with this IGSA, the Parties therefore agree to provide any data, information, and documentation reasonably necessary for the other Party to perform its responsibilities under the terms of this IGSA.

19. SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the Parties.

20. WAIVER: No waiver of the breach of any of the covenants, terms, restrictions, or conditions of this IGSA by either Party shall be construed to be a waiver of any succeeding breach of the same or other covenants, terms, restrictions, or conditions of this IGSA. No delay or omission of either Party in exercising any right, power, or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein or be construed as a waiver of a variation of any of the terms of this IGSA.

21. SEVERABILITY PROVISION: If any term or portion of this IGSA is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this IGSA shall continue in full force and effect.

22. SIGNATURE IN COUNTERPARTS: This IGSA may be executed in counterparts by each of the Parties. For purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

23. ENTIRE IGSA: With the exception of task orders, invoices, or payment documentation which may be subsequently executed, it is understood and agreed that this IGSA document embodies the entire IGSA between the Parties.

24. REVIEW FOR LEGAL ADEQUACY. Each Party to this IGSA acknowledges and agrees that this IGSA has been reviewed by each Party's respective legal counsel for legal adequacy.

25. EFFECTIVE DATE: This IGSA takes effect on the day after the last Party signs.

IN WITNESS WHEREOF, the Parties have signed this IGSA as of the dates stated below.

NSA Panama City:

Signed: _____
CDR Michael Mosi
Commanding Officer
NSA Panama City

Date: _____

Bay County:

Signed: _____
Tommy Hamm
Chairman
Bay County Board of County Commissioners

Date: _____



BOARD OF COUNTY COMMISSIONERS

840 West 11th Street
Panama City, Florida 32401
Telephone: (850) 248-8140
Fax: (850) 248-8153
October 18, 2023

**BOARD OF COUNTY
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www.baycountyfl.gov

840 WEST 11TH STREET
PANAMA CITY, FL 32401

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ROBERT J. MAJKA
COUNTY MANAGER

Michael Mosi, CDR, USN
Installation Commanding Officer
Naval Support Activity Panama City
101 Vernon Ave
Panama City Beach, FL 32407

Dear CDR Mosi,

Bay County intends to enter into an Intergovernmental Support Agreement (IGSA) with Naval Support Activity (NSA) Panama City and the Department of the Navy to provide operational maintenance support services, including but not limited to, infrastructure maintenance and repair, utility management, emergency services, community development, professional services, and projects in support of operations and maintenance activities as may be required by the Navy. We will provide these goods and services both through our own organic capability within Bay County and through vendors on contract with the County. All contracts awarded by the County are awarded on a competitive basis in accordance with Bay County procurement policy, the laws of Florida, Federal CFR 2, Federal Grant and Cooperative Agreement Act of 1977, as incorporated in Title 31 § 6304 of the US Code, Office of Management and Budget (OMB), 2 Code of Federal Regulations (CFR) Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, OMB Circular A-133 (grant awards prior to December 2014), Equal Employment Opportunity Program and Policy Against Discrimination, Harassment and Retaliation, Title VI and Nondiscrimination Plan, Section 3 of the Housing and Community Development Act of 1968, as amended, Americans with Disabilities Act of 1990 (ADA), Section 519 of P.L. 101-144 of the Dept. of Veterans Affairs and Housing Urban Development and Independent Agencies Appropriations Act, 1990 and Section 906 of P.L. 101-625, and the Cranston-Gonzales National Affordable Housing Act, 1990.

We understand that this letter is non-binding and constitutes an indication of our interest only. This letter creates no liability or obligation of any nature with respect to any contemplated transaction or any other matter or action described or referred to herein.

Bay County is truly pleased and excited about the potential benefits of an IGSA for Bay County, NSA Panama City, and the Navy. Bay County currently enjoys a strong relationship with NSA Panama City, and we see this venture as another opportunity to grow the relationship. We believe we can assist NSA Panama City in meeting its mission in the most efficient and economically feasible manner and we look forward to doing so. If you have any questions or need additional information regarding our interest, please contact me at 850-248-8140 or via email at bocc@baycountyfl.gov

Respectfully,


Tommy Hamm
Chairman