

**INTERGOVERNMENTAL SUPPORT AGREEMENT  
BETWEEN  
NAVAL AIR STATION CORPUS CHRISTI  
AND  
CITY OF CORPUS CHRISTI  
FOR  
MAINTENANCE & REPAIR OF FENCING, ELEVATORS, ROOFS, AND UTILITY  
SYSTEM**

IGSA NUMBER N00216-IGSA-002

This is an Intergovernmental Support Agreement (IGSA) between the Department of the Navy, a federal agency, as represented by Naval Air Station Corpus Christi (NASCC) and the City of Corpus Christi (City). NASCC and the City are individually referred to as "NASCC" and "City" and collectively referred to as the "Parties".

1. BACKGROUND: The Parties enter into this IGSA so that the City can provide maintenance and repairs of fencing, elevators, roofs, and utility system ("Services") to NASCC either organically in-house or through City-awarded contracts.

2. AUTHORITIES: This IGSA is entered into by NASCC, pursuant to 10 U.S.C. § 2679 and by the City pursuant to Texas Government Code § 793.002.

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 fence line maintenance and repairs, elevator maintenance and repairs, roofing maintenance and repairs, and utility system maintenance and repairs to NASCC. The City already procures and provides these Services. 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. The City will manage and execute numerous fence line maintenance and repair, elevator maintenance and repair, roofing maintenance and repair projects, and utility system maintenance and repairs on NASCC.

b. Texas Government Code § 793.002 permits the City to enter into this IGSA to provide the Department of the Navy with installation support services. The City is a local government and the Department of the Navy is a branch of the armed services of the United States.

3. PURPOSE: This IGSA is made by and between the Parties to provide Services to NASCC using the City personnel and contracts executed by the City 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 the City, the estimated prices to be paid by the United States, and the appropriate reimbursement, indemnification, and

liability procedures.

a. The parties see this IGSA as an opportunity to further grow and strengthen their relationship. This IGSA allows the City to assist NASCC more efficiently and economically meet their mission 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 Services to NASCC are provided below.

a. NASCC is responsible for:

(1) Identifying applicable federal and project requirements and developing a requirements package for a prospective task order.. Requirements include:

- Fencing Maintenance and Repairs
- Elevator Maintenance and Repairs
- Roofing Maintenance and Repairs
- Utility System Repairs

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

(3) Accepting or declining bids/proposals from the City and issuing a written task order to the City for Services if terms and conditions of the task order are agreeable to all involved Parties.

(4) Process NASCC access and permanent badging requirements for requisite City personnel or City contractors. NASCC shall also provide, following execution of this IGSA, necessary contact and/or registration information to the City pertaining to the Department of Defense's Procurement Integrated Enterprise Environment's Wide Area Workflow (WAWF) application to facilitate the invoicing and payment process required pursuant to this IGSA.

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

(6) Notifying any affected tenants and Public Affairs Office of planned project.

(7) Ensuring project compliance with required federal design standards in the performance of work execution to deliver the services associated with a task order.

(8) Conducting a meeting with the City to review project objectives and final accounting of each executed task order.

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

b. The City is responsible for:

(1) If necessary, conduct a site visit to NASCC to better understand the requested work and refine the Statement of Work (SOW).

(2) Determining ability to support NASCC requests for Services through either an organic in-house capability or a competitively awarded contract.

(3) Developing a bid or proposal with cost estimates for requested Services, which may include either organic in-house and/or contracted costs as long as the City awards those anticipated contracts on a competitive basis.

(4) Performing the Services as agreed upon in an issued task order through either organic in-house capability or a competitively awarded contract.

(5) Managing and executing projects if performed in-house by City personnel or when using contractors under a competitively awarded contract by the City.

(6) Notifying NASCC if any issues, changes, or unforeseen conditions are encountered.

(7) Ensuring project compliance with required federal design standards in the performance of work execution to deliver the services associated with a task order.

(8) Participating in a meeting prior to performing Services under an issued task order and providing quality assurance during performance of Services.

(9) Billing for performed Services as specified in this IGSA.

(10) Jointly, with NASCC, conducting a meeting to review each executed task order following completion of work.

(11) Ensuring work performed is in compliance with all applicable Federal standards, laws, and regulations, including environmental compliance.

c. Both Parties are responsible for:

Meeting monthly during the initial three months of this IGSA and quarterly thereafter to discuss any performance or any other issues they may have under this IGSA and any issued task orders. Notwithstanding the foregoing, the parties may also meet upon the request of either Party at a mutually agreeable time/date, if deemed necessary by either Party.

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 the Texas Public Information Act, Texas Government Code Chapter 52, as applicable to each Party.

b. If the City receives a request for information about this IGSA made under either the Freedom of Information Act or the Texas Public Information Act, Texas Government Code Chapter 52, the City will notify NASCC points of contact (POC) designated in this IGSA. In the event the City receives a request under the Freedom of Information Act, the request will be referred directly and promptly to NASCC POC to address. If NASCC receive a request for information about this IGSA under either the Freedom of Information Act or the Texas Public Information Act, the installation will notify City POCs designated in this IGSA.

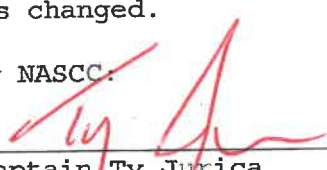
6. RELATIONSHIP OF THE PARTIES: In exercising their respective rights, powers, and obligations under this IGSA, each Party acts in an independent capacity. No Party shall represent itself as the agent, officer, or employee of any other Party. Each Party is responsible for all costs of its personnel and 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 the City and at NASCC to coordinate and manage the provision of Services and the payment for Services provided by NASCC under this IGSA and any subsequent task orders issued pursuant to this IGSA.

b. 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.

(1) For NASCC:

  
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Captain Ty Jurica  
NASCC Installation Commanding Officer  
Email: Ty.C.Jurica.mil@us.navy.mil

(2) For City of Corpus Christi:

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Ryan Skrobarczyk,  
Director, Intergovernmental Relations  
City of Corpus Christi  
Email: ryans2@cctexas.com

c. CORRESPONDENCE: All correspondence to be sent and notices given

pursuant to this IGSA will be addressed, if to NASCC, to:  
ATTN: NAS Corpus Christi Public Works Officer  
8851 Ocean Drive, Bldg 19  
Corpus Christi, TX 78419-5021

And, if to the City of Corpus Christi, to:  
ATTN: Charles Mendoza  
Director, Asset Management Department  
City of Corpus Christi  
1201 Leopard Street, Corpus Christi, TX 78401

With a copy to:

ATTN: Josh Chronley  
Assistant Director, Finance & Procurement Department  
City of Corpus Christi  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

d. RECORDS: The Parties shall follow each party's 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, unless a longer minimum period is required under federal or Texas law. 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 purchase 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 \$3,000,000. This amount is not intended to represent the total financial responsibilities nor the actual needs of NASCC in a given year. Actual requirements for a given year will be reflected in issued task orders and dependent upon availability of funds.

b. ADMINISTRATIVE FEE: For any services rendered by the City, as documented in issued task orders, NASCC agrees to pay the City an administrative fee equal to ten percent (10%) of each invoice, submitted through the billing and payment process.

c. AVAILABILITY OF FUNDS: This IGSA does not document any 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. NASCC will pay the City for Services executed under issued task orders and pursuant to this IGSA. The City

will bill NASCC, 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 issued 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 City is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect federal programs. NASCC shall not reimburse the City for any taxes in which the legal incidence of the tax falls on the Navy.

a. The obligation of funds by NASCC 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 from the Effective Date. 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 signed by their authorized representatives.

13. SUSPENSION OF IGSA: The United States reserves the right to suspend performance of the IGSA in the 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 the City will continue subject to availability of funds and work not affected by the suspension. The City 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 the City.

14. TERMINATION:

a. MUTUAL. The IGSA may be terminated by mutual written IGSA 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 an issued task order, and they are incurred as services are provided. Any obligations or debts incurred under issued task orders 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 an issued task order 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. The City may provide services hereunder organically, in-house. However, where the City 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 in the IGSA or 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 the City of Corpus Christi. 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.

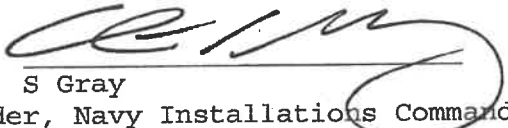
23. ENTIRE IGSA: With the exception of task orders, invoices, or payment documentation which may be subsequently executed, it is understood and agreed that this IGSA embodies the entire IGSA between the Parties.

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.

CNIC:

Signed:   
VADM C. S. Gray  
Commander, Navy Installations Command

Dated: 22 mar 24



**City of Corpus Christi:**

Signed: \_\_\_\_\_  
Peter Zanoni  
City Manager

Dated: \_\_\_\_\_