

INTERGOVERNMENTAL SUPPORT AGREEMENT

BETWEEN

NAVAL AIR STATION CORPUS CHRISTI

AND

NUECES COUNTY

FOR

POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

N00216-22-IGSA-001

This is an Intergovernmental Support Agreement (IGSA) between the Department of the Navy, a federal agency, as represented by and through the Commanding Officer, Naval Air Station Corpus Christi, and Nueces County, a political subdivision of the State of Texas. The Department of the Navy (Naval Air Station Corpus Christi), and Nueces County are may hereinafter be referred to individually as "Party" or referred to collectively as the "Parties".

1. BACKGROUND: The parties have entered into this IGSA so that Nueces County may provide potable water utility maintenance and repair services to Naval Air Station Corpus Christi.

2. AUTHORITIES: This IGSA is entered into by Naval Air Station Corpus Christi pursuant to federal law codified at 10 U.S.C. § 2679 and by Nueces County 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 interests of the Navy by enhancing mission effectiveness or creating efficiencies or economies of scale, including by reducing costs, but only when state or local government providing the installation services already provides such services for its own use either through its own resources or contracts out for such services using competitive procedures. Secretary of the Navy has delegated the signature authority to execute an IGSA on behalf of the Navy, through the Assistant Secretary of the Navy, who further delegated approval authority for IGSA's to Commander, Navy Installations Command (CNIC). CNIC further delegated IGSA approval authority for IGSA's to Region

N00216-22-IGSA-001-INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

Commanders and Installation Commanding Officers, as appropriate. Based on these delegations, the Commanding Officer (CO) Naval Air Station Corpus Christi is the Navy's representative and has approval and signature authority for this IGSA.

b. Texas Government Code § 793.002 permits Nueces County to enter into this agreement to provide the Department of the Navy, as represented by the Commanding Officer (CO), Naval Air Station Corpus Christi, with potable water utility maintenance and repair services that Nueces County already provides for its own use. Nueces County meets the definition of a "local government" as defined in Texas Government Code § 791.003.

3. PURPOSE: This IGSA is made by and between the Parties to enable Nueces County to provide potable water utility maintenance and repair services on Naval Air Station Corpus Christi using Nueces County personnel or contracts executed by Nueces County. The purpose of this IGSA is to outline the roles and responsibilities of the Parties, identify the services to be furnished by Nueces County, the prices to be paid by the United States, and the appropriate reimbursement procedures. The Parties undertake this IGSA in order for Nueces County to provide Naval Air Station Corpus Christi with potable water utility maintenance and repair services.

a. This IGSA is entered into between Naval Air Station Corpus Christi and Nueces County on a sole source basis and this IGSA serves the best interests of the Department of the Navy / Naval Air Station Corpus Christi by creating efficiencies and economies of scale that will reduce cost for potable water utility maintenance and repair services for Naval Air Station Corpus Christi, as Nueces County already provides such services for its own use.

b. Nueces County sees this IGSA as an opportunity to further grow and strengthen the relationship between the County and Naval Air Station Corpus Christi. This IGSA will allow Nueces County to assist Naval Air Station Corpus Christi in more efficiently and economically meeting its mission requirements while also improving and sustaining the resiliency of the community workforce and small business through stimulation of the local economy, and an increase in revenue generating activity.

c. This IGSA is the result of the Parties' mutual efforts to reduce costs, create efficiencies, build relationships and

N00216-22-IGSA-001 - INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

enhance mission effectiveness. The IGSA is intended to promote collaboration between the Parties by creating economies of scale and leveraging each Party's strengths.

4. RESPONSIBILITIES OF THE PARTIES: The responsibilities of Naval Air Station Corpus Christi and Nueces County in the execution of this IGSA for potable water utility maintenance and repair services are specifically outlined in detail in the Standard Operating Procedures, which is discussed in Paragraph 24. A list of each Party's major responsibilities is provided below.

a. Naval Air Station Corpus Christi is responsible for:

(1) Identifying requirements and jointly developing a requirements package for a prospective task order with Nueces County

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

(3) Issuing a task order

(4) Participating in a kick off meeting prior to executing services associated with a task order

(5) Ensure compliance with required federal standards, as well as applicable Nueces County standards in jointly, along with Nueces County, performing inspections and acceptance of work in the performance of work execution to deliver the services associated with a task order, pursuant to the standards set forth therein.

(6) Providing payment for services provided or coordinated by Nueces County

(7) Performing a hot wash of each task order with Nueces County

b. Nueces County is responsible for:

(1) Jointly developing a requirements package for a prospective task order with Naval Air Station Corpus Christi

N00216-22-IGSA-001 - INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

(2) Determining an ability to support a request through an organic capability, through the use of an existing contract or through competitive bidding

(3) Developing a cost estimate for services provided through an organic capability or through the use of an existing contract

(4) Issuing a request for proposal for services pursued through competitive bidding and reviewing bids received from competitive bidding

(5) Providing a recommendation and submitting the cost estimate from competitive bidding to Naval Air Station Corpus Christi

(6) Performing the service associated with a task order through organic capability or through contract fulfillment

(7) Ensure compliance with required federal standards, as well as applicable Nueces County standards in jointly, along with Naval Air Station Corpus Christi, performing inspections and acceptance of work in the performance of work execution to deliver the services associated with a task order pursuant to the standards set forth therein.

(8) Participating in a kick off meeting prior to executing services and providing quality assurance - consistent with Nueces County's standard of quality - during performance of the work associated with the service

(9) Billing for services performed

(10) Performing a hot wash of each task order with Naval Air Station Corpus Christi

c. Both Parties are responsible for:

(1) Cooperating to ensure mutual goals are met and issues are promptly resolved.

(2) Promptly notifying the other party of any concerns and communicating openly and transparently to ensure any

N00216-22-IGSA-001 - INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

concerns or issues are promptly dealt with in order to not impede performance under this IGSA.

(3) Resolving to work out disputes to the extent feasible before initiating termination procedures. See paragraphs 14 and 16, below.

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 in writing 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 552.

b. If Nueces County receives a request for information about this IGSA made under either the Freedom of Information Act or the Texas Public Information Act, Nueces County will notify Naval Air Station Corpus Christi points of contact (POC) designated in paragraph 7(b), below, in this IGSA. If Naval Air Station Corpus Christi receives a request for information about this IGSA under Freedom of Information Act, Naval Air Station Corpus Christi will notify Nueces County POCs designated in paragraph 7(b), below, 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. 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 Nueces County designated IGSA Procurement Officer and Procurement Director for Nueces County Purchasing, or such other individual designated by Nueces County from time to time, and by

N00216-22-IGSA-001-INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

the Naval Air Station Corpus Christi Public Works Officer; collectively the Administrators/Directors of the IGSA. The IGSA administrators will identify personnel in Nueces County and at Naval Air Station Corpus Christi and/or Navy Region Southeast to coordinate and manage the provision of services and the payment for services provided by Nueces County under 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 Naval Air Station Corpus Christi:

(a) Public Works Officer [Commander Stephen Lampert, stephen.m.lampert.mil@us.navy.mil, (361) 961-3665, name and contact information subject to change

(b) Deputy Public Works Officer [Courtney De Pol, courtney.z.depol.civ@us.navy.mil, (361) 961-3664, name and contact information subject to change

(2) For Nueces County:

(a) Office of Commissioners' Court Administration [Belinda.Hinojosa-Persohn@nuecesco.com, (361) 888-0878, contact information subject to change

(b) Procurement Director, Nueces County Purchasing [Michael Robinson, michael.robinson1@nuecesco.com, (361) 888-0426, position, name and contact information subject to change

c. CORRESPONDENCE: All correspondence to be sent and notices given pursuant to this IGSA will include courtesy copies to the Points of Contact for both parties and will be addressed as follows:

- (1) Naval Air Station Corpus Christi
Naval Air Station Corpus Christi
ATTN: Commanding Officer
10651 E Street
Bldg H-100, Suite 5042
Corpus Christi TX 78419

N00216-22-IGSA-001-INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

(2) Nueces County
Nueces County Judge
901 Leopard Street, Room 303
Corpus Christi, Texas 78401

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 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 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 not to exceed \$1,000,000. This amount is not intended to represent the total financial responsibilities of Naval Air Station Corpus Christi or the actual needs of Naval Air Station Corpus Christi in a given year. Actual requirements for a given year will be reflected in task orders and dependent upon available budget and projected prioritization of projects.

b. ANTI-DEFICIENCY ACT: The execution and compliance with this IGSA by Naval Air Station Corpus Christi 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.

c. 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.

N00216-22-IGSA-001 - INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

d. BILLING AND PAYMENT. Naval Air Station Corpus Christi will pay Nueces County for orders for potable water utility maintenance and repair services executed under this IGSA. Nueces County will bill Naval Air Station as potable water utility maintenance and repair services are completed; payment is based on a cost for each order and may include progress payments which will be made pursuant to agreed benchmarks set out in the specific task order which is negotiated prior to execution of work. The cost will include a 7% administrative fee applied to the sum of the direct and indirect costs submitted by Nueces County. Naval Air Station Corpus Christi will pay any uncontested bills within 30 days of receipt of an invoice from the Nueces County.

9. COST RECONCILIATION: Direct and indirect cost reconciliation will be performed annually in accordance with 2 CFR Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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 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 10 years.

a. The initial term of this agreement shall run to the end of the federal fiscal year from the date of the execution of the Agreement by the Parties, and renewable for successive, one-year (fiscal year) option periods for nine additional years. Option years shall only be effective upon written notice by Naval Air Station Corpus Christi of its intent to proceed with the option for an additional year of performance; and Nueces County has not provided a notice of non-renewal as described in paragraph 11(b) below.

b. Each Party shall give notice to the other Party as to their intent to renew.

i. Nueces County shall provide 180 days' notice of nonrenewal.

ii. Naval Air Station Corpus Christi shall provide 60 days' notice of renewal or non-renewal. Naval Air Station Corpus Christi may condition the renewal

N00216-22-IGSA-001-INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

upon availability of funds, and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received.

12. MODIFICATION OF IGSA: This IGSA, as defined in Paragraph 25 herein, 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 Nueces County will continue subject to availability of funds and work not affected by the suspension. Nueces County reserves the right to suspend performance of the agreement in the event of emergencies, force majeure events or for other reasons outside the control of Nueces 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 correspondence address outlined in paragraph 7(c).

c. PROCESS. In the event of 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 whole and they are incurred annually. Unless otherwise agreed by the Parties in the Termination Agreement and Schedule, with regard to a unilateral termination:

- (1) All then existing contracts awarded to Nueces County will be performed or terminated according to the existing contract terms.

N00216-22-IGSA-001-INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

- (2) Any other obligations or debts incurred hereunder prior to termination shall become immediately due and payable by the withdrawing Party upon termination.
- (3) 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. Nueces County may provide services hereunder organically, through interlocal cooperation agreement under Texas Government Code Chapter 791, or through a contract. However, where Nueces 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 an order, the Parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IGSA or the order, including amendment or termination of this IGSA or the 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

N00216-22-IGSA-001-INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

the Parties. Each party must pay an equal share of any costs incurred by 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.

17. LIABILITY: Each party to this IGSA is responsible for the action of their agents, officers, and employees. Nothing in this IGSA is intended to modify the immunity held by either Nueces County or the United States Navy. Furthermore, nothing in this IGSA is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability of any kind whatsoever, in a 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. 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.

21. 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.

22. SEVERABILITY: If any term or portion of this IGSA is held to be invalid, illegal, void, or otherwise unenforceable by a court

N00216-22-IGSA-001-INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY MAINTENANCE AND REPAIR SERVICES

of competent jurisdiction, the remaining provisions of this IGSA shall continue in full force and effect.

23. SIGNATURE IN COUNTERPARTS: This IGSA may be executed in counterparts by each of the Parties. The IGSA is effective as to each signatory Party on its execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

24. Collaboratively Developed Guidelines and Procedures: Reference is made to the Standard Operating Procedures, which have been collaboratively developed by the Parties to provide a framework and guidelines for requirement development, cost estimating, project management, project execution and invoicing and payment procedures. The Standard Operating Procedures are intended to memorialize best practices, and may be revised and updated from time to time by staff upon written agreement of the current administrators of this IGSA. Current copies of the Standard Operating Procedures will be maintained by the administrators of this IGSA.

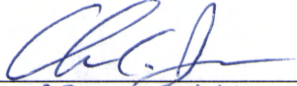
25. ENTIRE IGSA: With the exception of work or task orders, invoices or payment documentation which may be subsequently executed, it is understood and agreed that this IGSA, , along with the guidelines and procedures provided in the Standard Operating Procedures incorporated herein by reference, embody the entire IGSA and agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements and understandings of the Parties in connection herewith. The Parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted via reference herein.

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

N00216-22-IGSA-001-INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL
AIR STATION CORPUS CHRISTI AND NUECES COUNTY FOR POTABLE WATER UTILITY
MAINTENANCE AND REPAIR SERVICES

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

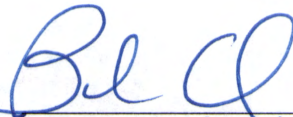
**FOR NAVAL AIR STATION CORPUS
CHRISTI:**

Signed: 

Date: 28 OCT 2021

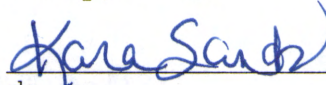
C. Jason, Captain, US Navy
Commanding Officer
Naval Air Station Corpus Christi

FOR NUECES COUNTY, TEXAS:

Signed: 

Date: October 27, 2021

Barbara Canales
County Judge
Nueces County, Texas

Attest: 

Kara Sands

Nueces County Clerk

