

**INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN
NAVAL AIR STATION KEY WEST
AND
CITY OF KEY WEST
FOR
Support Services**

IGSA NUMBER XXXX

Enclosure (1): IGSA Standard Operating Procedures

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

1. **BACKGROUND:** The Parties enter into this IGSA so that The City of Key West and NAS Key West can provide Support Services to each other.
2. **AUTHORITIES:** This IGSA is entered into by NAS Key West, pursuant to 10 U.S.C. § 2679 and by The City of Key West pursuant to Florida Government Code § 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 NAS Key West 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 installation support services for NAS Key West. The City of Key West already provides these services across the City of Key West. 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 Government Code § 163.01 permits The City of Key West to enter into this agreement to provide the Department of the Navy with NAS Key West support services. The City meets the definition of 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 mutual support to each other through service and goods contracts as mutually agreed upon. The purpose of this IGSA is to outline the roles and responsibilities of the Parties, 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 the relationship. This IGSA allows the Parties to assist each other more efficiently and economically to meet their 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 are provided below.

a. NAS Key West is responsible for:

(1) Identifying requirements for a prospective task order. Requirements include:

- Installation Support Services

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

- Issuing of a request for proposal for the annual renewal or modifications of the reoccurring services, will be submitted to the City of Key West **90** days prior to City of Key West FY ending.
- A request for proposal for non-recurring work will be submitted to City of Key West **30** days prior to start date of services.

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

(4) Process NAS Key West access for requisite City of Key West personnel.

(5) If necessary, participating in a kickoff meeting prior to executing the services under an issued task order.

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

(7) If the City requires more information, conducting a meeting with The City of Key West to review project objectives and final accounting of each executed task order.

(8) Performing inspections in the performance of work execution to deliver the services associated with a task order, pursuant to the standards set forth therein.

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

(10) Developing a proposal with cost estimates for requested services. Proposals for recurring costs must be developed and submitted to NAS Key West 30 calendar days prior to the beginning of the new fiscal year.

b. The City of Key West is responsible for:

(1) Identifying requirements for a prospective task order.

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

- Issuing of a request for proposal for the annual renewal or modifications of the reoccurring services will be submitted to the NAS Key West **90** days prior to NAS Key West FY ending.
- A request for proposal for non-recurring work will be submitted to NAS Key West **30** days prior to start date of services.

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

(4) Developing a proposal with cost estimates for requested services, including both organic and contracted costs. Proposals for recurring costs must be developed and submitted to the NAS Key West 30 calendar days prior to the beginning of the new fiscal year. Proposals for solid waste management and recycling services to be submitted on an as needed basis.

(5) Submitting the cost estimate from competitive bidding to NAS Key West.

(6) Managing the services as agreed upon in an issued task order through a competitively awarded contract. This includes speaking on behalf of NAS Key West if any service issues occur.

(7) Notifying NAS Key West if any issues, change orders, or unforeseen conditions before or during execution of services being performed.

(8) If necessary, conducting a meeting or a site visit to NAS Key West to better understand the requested work and requirements as defined in the Statement of Work or task order and review project objectives and final accounting of each task order.

(9) Providing final project accounting to NAS Key West upon completion of project or services provided.

c. Both Parties are responsible for:

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

(2) Working jointly to ensure compliance with all applicable Federal and State standards, laws, and regulations.

(3) Following the IGSA Standard Operating Procedures, Enclosure

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 Florida Public Information Act, Florida Government Code § 163.01, as applicable to each Party.

b. If the City of Key West receives a request for information about this IGSA made under either the Freedom of Information Act or Florida Public Information Act, Florida Government Code § 163.01, The City of Key West will notify NAS Key West points of contact (POC) designated in this IGSA within five (5) business days. If NAS Key West receive a request for information about this IGSA under Freedom of Information Act, the NAS Key West will notify The City of Key West 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 The City of Key West and at NAS Key West to coordinate and manage the provision of services and the payment for services provided by The City of Key West 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 NAS Key West:
LCDR Aaron Buren
NAS Key West Public Works Officer
Email: aaron.v.buren.mil@us.navy.mil

- (2) For The City of Key West:
Matt Willman
Interim Utilities Director
The City of Key West
Email: mwillman@cityofkeywest-fl.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 NAS Key West, to:

ATTN: LCDR Aaron Buren
NAS Key West Public Works Officer
600 Forrestal Ave,
Key West, FL 33040

And, if to The City of Key West, to:

ATTN: Steve McAlearney
Interim Assistant City Manager
The City of Key West
1300 White Street
Key West, FL 33040

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:** Solid waste management and recycling services were used to determine the cost effectiveness of this partnership. As of the effective date of this IGSA, the costs for solid waste management and recycling to be ordered hereunder are estimated to be at an annual cost of \$1,798,488.48, an administrative fee of 10% was used for this calculation. This amount is not intended to represent the total financial responsibilities nor the actual needs of NAS Key West 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 the City of Key West, as documented in issued task orders, NAS Key West and the City of Key West will both agree on an administrative fee 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.** NAS Key West will pay The City of Key West for solid waste management executed under issued task orders and pursuant to this IGSA. The City of Key West will bill NAS Key West, 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 County is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect federal programs. NAS Key West shall not reimburse The City of Key West for any taxes in which the legal incidence of the tax falls on the Navy.

a. The obligation of funds by NAS Key West 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 (10) 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 Navy 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 The City of Key West

will continue subject to availability of funds and work not affected by the suspension. The City of Key West 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 of Key West.

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. The City of Key West may provide services hereunder organically, in-house. However, where The City of Key West 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 Key West. 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 of final signature and when a Task Order is reviewed and accepted by both Parties.

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

NAS Key West:

Signed: _____
Elizabeth Regoli, CAPT, USN
Commanding Officer
NAS Key West

Date: _____

The City of Key West:

Signed: _____
Danise Henriquez

RR

Mayor
The City of Key West

Date: _____

Enclosure 1: Standard Operating Procedure

**Standard Operating Procedures
between NAS Key West and the City of Key West**

To utilize the signed Intergovernmental Support Agreement (IGSA) between NAS Key West and City of Key West, NAS Key West will issue a formal Task Order (TO) to the City of Key West requesting services to be performed.

1. NAS Key West submits initial scope of work (SOW) and request for proposal (RFP) for prospective task order to be performed by the City of Key West. If necessary, the City of Key West will conduct a site visit to understand the requested work and refine the SOW and/or NAS Key West will perform a technical evaluation.
2. NAS Key West submits final SOW for project planning checklist review.
3. The City of Key West submits a proposal with cost estimates to NAS Key West, which includes both in-house costs and any contractor costs.
4. NAS Key West reviews and accepts or declines the proposal and cost estimate as a written TO. If accepted, processing base access for requisite personnel can begin.
5. Committing Funds

RESPONSIBILITIES:

- a. NAS Key West 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.

6. 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. NAS Key West 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.

Albert P. Childress
City Manager
City of Key West



THE CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FL 33041-1409

1300 White Street
(305) 809-3786
FAX 809-3886
Albert.childress@cityofkeywest-fl.gov

January 17, 2024

Captain Elizabeth Regoli
Commanding Officer NAS Key West
United States Navy
600 Forrestal Avenue
Key West, FL 33040

Dear Captain Regoli,

The City of Key West intends to enter into an Intergovernmental Support Agreement (IGSA) with Naval Air Station Key West and the Department of the Navy to provide installation utility, support, maintenance, and repair services as may be required by the Navy. We will provide these goods and services both through our own organic capability within the City of Key West and through vendors on contract with the City of Key West. All contracts awarded by the City of Key West are awarded on a competitive basis in accordance with City of Key West Policy and the laws of Florida.

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 referred to herein.

The City of Key West is truly pleased and excited about the potential benefits of an IGSA for City of Key West, Naval Air Station Key West, and the Navy. The City of Key West currently enjoys a strong relationship with Naval Air Station Key West, and we see this venture as another opportunity to grow the relationship. We believe we can assist Naval Air Station Key West 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 (305)809-3888 or via email at albert.childress@cityofkeywest-fl.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Childress", is written over the word "Sincerely,".

Albert P. Childress
City Manager
City of Key West