



DEPARTMENT OF THE NAVY

**COMMANDING OFFICER
NAS WHITING FIELD
7550 USS ESSEX STREET SUITE 200
MILTON, FLORIDA 32570-6155**

IN REPLY REFER TO

7050
Ser N8/0050
AUG 17 2020

**INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN
NAVAL AIR STATION WHITING FIELD, FLORIDA
AND
THE BALDWIN COUNTY SHERIFF'S OFFICE, ALABAMA
FOR
CONDUCTING EMERGENCY VEHICLE OPERATIONS COURSE TRAINING AT NOLF
SILVERHILL
N60508-FY20-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 Whiting Field (NASWF), Florida, and The Baldwin County Sheriff's Office (BCSO), a political subdivision of the State of Alabama. When referred to collectively, the Department of the Navy NASWF and BCSO are referred to as the "Parties."

1. **BACKGROUND:** This IGSA is made by and between BCSO, a political subdivision of the State of Alabama, and the Department of the Navy NASWF, a federal agency of the United States of America. The Parties, NASWF, pursuant to Title 10 U.S.C. § 2679, and BCSO, pursuant to Alabama Statute, have entered this IGSA so that NASWF may immediately provide space on unused taxiways/runways at NOLF Silverhill to conduct Emergency Vehicle Operations Course (EVOC) training.

2. **AUTHORITIES:** This IGSA is entered into by NASWF pursuant to Federal Law codified at 10 U.S.C. § 2679 and by BCSO pursuant to Alabama Statute.

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. The Secretary of the Navy has delegated the signature authority to execute a non-Federal Acquisition Regulation (FAR) 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 Commanders and Commanding Officers. Based on these delegations, the Commanding Officer (CO) of NASWF is the Navy's representative and has approval and signature authority for this IGSA.

b. Alabama Statute permits BCSO to enter into this agreement to provide the Department of the Navy, as represented by the CO, NASWF, with EVOC training opportunities/instruction at NOLF Silverhill that BCSO already provides for its own use. BCSO and the Department of the Navy NASWF meet the definition of a "public agency" as defined in Alabama Statute.

c. This IGSA has been approved by the Department of the Navy NASWF under applicable federal laws and has been approved by the State of Alabama, of which BCSO is a political subdivision, under applicable state laws.

3. PURPOSE: This IGSA is made by and between NASWF and BCSO to provide for BCSO's EVOC Training on NOLF Silverhill using BCSO personnel 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 BCSO, the prices to be paid by the United States, and the appropriate reimbursement, indemnification, and liability procedures.

a. This IGSA is entered into between NASWF and BCSO on a sole source basis and this IGSA serves the best interests of the Department of the Navy/NASWF by creating efficiencies and economies of scale that will reduce training costs for NASWF Security, as BCSO already provides such services for its own use.

b. This IGSA is the result of the Parties' mutual efforts to reduce costs, create efficiencies, build relationships and enhance mission effectiveness. The IGSA is intended to promote collaboration between the Parties by creating economies of scale and leveraging each Party's strengths. Existing or future mutual aid agreements for police and fire protection services are not affected by this IGSA and cannot be circumvented. This IGSA does not include security guard or fire-fighting functions.

4. RESPONSIBILITIES OF THE PARTIES:

a. NASWF will -

(1) Provide the use of unusable taxiway/runway space at NOLF Silverhill for BCSO EVOC training course use.

(2) Safety is paramount for all exercises and operations. We reserve the right to observe your training and terminated such training if a designated representative of the Commanding Officer is not satisfied that all reasonable precautions against accident of injury are in place.

(3) Navy operations have first priority at all times. While we understand the complexity involved with scheduling and execution of training events, it should be noted that there may be times when the needs of the Navy will require short-notice modification or even cancellation of a prearranged event.

(4) Aircraft always have the right of way on an airfield. Designated training areas on the airfield will be clearly defined by drawing and written description. It is incumbent on the trainers and trainees to remain within the designated areas. However, if it is noted that an aircraft intends to encroach on the designated training area, training shall immediately cease and the supervisor shall sufficiently clear the area in a timely manner to allow the aircraft to proceed. This should be viewed as a life or death consideration since the aircraft could be in an in-flight emergency situation.

b. BCSO will -

- (1) Provide EVOC training course on NOLF Silverhill using BCSO personnel.
- (2) Trainers shall ensure the following precautions are taken when operating on a Navy airfield:
 - o Identify airfield runway, runway distance remaining markers, and taxiway lights, and ensure they are not damaged during training
 - o Remain on paved surfaces
 - o Ensure FOD (foreign object damage) is removed upon completion of training. This includes any rocks, gravel, mud, or vegetation disembodied from paved surfaces or carried onto the paved surface via tire treads.
 - o Make a reasonable effort to remain clear of painted surfaces. These include runway/taxiway centerline and edge stripes and runway identification numbers.
 - o Do not interfere with mowing or agriculture operations.
 - o Vehicles operation on an airfield must have a high-intensity flashing light affixed in a position on the vehicle which could easily be seen by an aircraft.
- (3) Do not dig or use any stakes or similar device without prior written permission from our Public Works, (850) 463-2472 or by email: Patrick.hyams@eml1.com
- (4) Report any environmental spills to the NAS Whiting Field Emergency Communications Center at (850) 623-7331/2 and to the Command Duty Officer, (850)382-4966 or (850) 623-7921.
- (5) Provide potential training activities for NASWF Security personnel through observation or potential hands on experience.
- (6) Aircraft always have the right of way on an airfield. Designated training areas on the airfield will be clearly defined by drawing and written description. It is incumbent on the trainers and trainees to remain within the designated areas. However, if it is noted that an aircraft intends to encroach on the designated training area, training shall immediately cease and the supervisor shall sufficiently clear the area in a timely manner to allow the aircraft to proceed. This should be viewed as a life or death consideration since the aircraft could be in an extremist situation.
- (7) Coordinate your use of NOLF Silverhill with NASWF Airfield Management Division, preferably by email.
- (8) If you have any questions or concerns regarding the media, please do not hesitate to contact our Public Affairs Office at (850) 623-7341.
- (9) If any questions or problems arise concerning the use of NOLF Silverhill, please contact the NAS Whiting Field Emergency Communications Center (ECC) at (850) 623-7331/2 and request they pass the information to the Security Shift Supervisor.
- (10) Keep the airfield clean and safe.

(11) Contact NAS Whiting Field Operations Officer, (850) 665-6129, if you have any further questions.

(12) Do not restrict the Navy or any Navy contractors' access to non-training areas during BCSO NOLF Silverhill training activities.

c. Both Parties will -

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

(2) Promptly notify the other party of any concerns and communicate openly and transparently to ensure any concerns or issues are promptly dealt with in order to not impede performance under this IGSA.

(3) Resolve to try to work out disputes to the extent feasible before initiating termination procedures.

(4) To the extent permitted by the laws governing each party, the parties shall protect personal information and also shall maintain the confidentiality of other exchanged information when requested to do so by the providing party.

(5) Comply with public requests for information related to this IGSA pursuant to the Freedom of Information Act, 5 U.S.C. §552.

5. PUBLIC DISCLOSURE: To the extent permitted by the laws governing each Party, the Parties shall protect personal information and also shall 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 Alabama Public Records Act.

b. If BCSO receives a request for information about this IGSA made under Alabama Public Records Act, BCSO will notify NASWF POCs identified in this IGSA. If NASWF receives a request for information about this IGSA under Freedom of Information Act, NASWF will notify BCSO POCs identified in this IGSA.

6. RELATIONSHIP OF THE PARTIES: In the exercise of their respective rights, powers, and obligations under this IGSA, each Party acts in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. 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 BCSO and by the NASWF Operations. The IGSA administrators will identify personnel in BCSO and at NASWF Operations to coordinate and manage the provision of services and the payment for services provided by BCSO and NASWF 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 e-mail notice to all POCs when a POC is changed.

(1) For NASWF

(a) NASWF Operations Officer, (850) 665-6129

(2) For SRSO

(a) Mr. Clint Cadenhead, BCSO, (251) 972-8589, ccadenhead@baldwincountval.gov

c. CORRESPONDENCE: N/A

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 therefor in accordance with its governing record retention rules for contracts for vehicle maintenance services.

8. FINANCIAL DETAILS:

a. 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 no more than \$0.

b. This IGSA does not document the obligation of funds between the Parties. Any obligation of funds in support of this IGSA will be accomplished using the SF-1034 (Public Voucher for Purchases and Services Other Than Personal), and upon the certification of an amount of funds by a proper funds certifying officer appointed by CNIC, the signature of an authorized Approving Official, and proper receipt and acceptance of the order for the use of OLF Silverhill by the BCSO for the scope of services delineated on the individual order. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

c. 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. Payment of any unquestioned bill or item from a bill shall be made within thirty (30) days of receipt by the Party for whom such services were provided. The annual costs and payments made pursuant to such purchase orders shall not exceed such purchasing agent's authority to contract for such services

without approval by the governing body of the Party from whom payment is to be made.

d. Billing and Payment: N/A

9. PAYMENT: N/A

10. REVIEW OF IGSA: This IGSA will be reviewed annually on or around the anniversary of its effective date for financial impacts.

11. TERM OF IGSA: This IGSA is being entered into for a term not to exceed nine (9) years. This IGSA automatically terminates after nine (9) years from the effective date. A new IGSA may be executed for subsequent periods not to exceed nine (9) years.

a. The initial term of this Agreement shall be for one federal fiscal year from the last dated signature on this Agreement and renewable for successive, one-year option periods for nine (9) additional years. The United States shall only be obligated for one year of performance under the Agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by NASWF of its intent to proceed with the option for an additional year of performance.

b. Each Party shall give notice to the other Party as to their intent to renew. BCSO shall provide 180 days' notice of nonrenewal, and NASWF shall provide 90 days' notice of nonrenewal, subject to the availability of funds. NASWF may condition the renewal 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 may be modified by the Parties as necessary to recognize its cost effectiveness and any need to continue to provide services hereunder. 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 BCSO will continue subject to availability of funds and work not affected by the suspension.

14. TERMINATION:

a. 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. Each Party reserves the right to terminate this Agreement for its convenience at any time. This IGSA may also be terminated unilaterally by either Party upon 60 calendar day 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 whole and they are incurred annually. 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 statute shall govern.

b. This IGSA is not governed by standard acquisition contracting methods of competitive bidding as delineated in the FAR and supplements thereto. However, if BCSO 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 the Parties.

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 substantive and procedural laws of the United States of America.

17. LIABILITY: BCSO agrees to defend and shall hold and save NASWF free and harmless from all damages, claims, suits of whatsoever nature arising from or incidental to this IGSA, except for damages due to the fault or negligence of NASWF or its employees. 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. 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.


23. ENTIRE IGSA: It is understood and agreed that this IGSA embodies the entire IGSA between the Parties.

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

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



Billie Joe Underwood Date
Baldwin County Commissions
Chairperson



PAUL D. BOWDICH Date
Captain, U.S. Navy
NASWF Commanding Officer



HUEY MACK Date
Sheriff
Baldwin County Sheriff's Office

