



Sample IGSA Template

**INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN
[NRMA INSTALLATION/PROGRAM]
AND
[STATE/LOCAL GOVERNMENT]
FOR
[INSTALLATION SUPPORT SERVICE]
[IGSA NUMBER = N+UIC-FY-IGSA-XXX]**

This is an Intergovernmental Support Agreement (IGSA) between the Department of the Navy, a federal agency, as represented by and through the Commanding Officer, [NRMA Installation/Navy Region MIDLANT (for a Region Program)], and [State/Local Government], a political subdivision of the State of California. When referred to collectively, the Department of the Navy (NRMA Installation/Program) and [State/Local Government] are referred to as the “Parties”.

1. **BACKGROUND:** This IGSA is made by and between [State/Local Government], a political subdivision of the State of California, and the Department of the Navy (NRMA Installation/Program), a federal agency of the United States of America. The Parties, [NRMA Installation/Program], pursuant to Title 10 U.S.C. § 2679, and [State/Local Government], pursuant to California Government Code § XXXX, have entered this IGSA so that [State/Local Government] may immediately provide [installation support service].
2. **AUTHORITIES:** This IGSA is entered into by [NRMA Installation/Program] pursuant to Federal Law codified at 10 U.S.C. § 2679 and by [State/Local Government] pursuant to California Government Code § XXXX.
 - 2.1. 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 Installation Commanders. Based on these delegations, the Commanding Officer (CO) of [NRMA Installation/Navy Region MIDLANT (for a Region Program)] is the Navy's representative and has approval and signature authority for this IGSA.



- 2.2. California Government Code § XXXX permits [State/Local Government] to enter into this agreement to provide the Department of the Navy, as represented by the CO, [NRMA Installation/Navy Region MIDLANT (for a Region Program)], with [installation support service] that [State/Local Government] already provides for its own use. [State/Local Government] and the Department of the Navy [NRMA Installation/Navy Region MIDLANT (for a Region Program)] meet the definition of a “public agency” as defined in California Government Code § 6500.
- 2.3. This IGSA has been approved by the Department of the Navy [NRMA Installation/Navy Region MIDLANT (for a Region Program)] under applicable federal laws and has been approved by the State of California, of which [State/Local Government] is a political subdivision, under applicable state laws.
3. **PURPOSE:** This IGSA is made by and between [NRMA Installation/Program] and [State/Local Government] to provide for [State/Local Government]’s [installation support service] on [NRMA Installation/Program] XXXX using [State/Local Government] personnel at the mutually agreed upon rates for services set forth in Attachment (1) to this IGSA. The purpose of this IGSA is to outline the roles and responsibilities of the Parties, identify the services to be furnished by [State/Local Government], the prices to be paid by the United States, and the appropriate reimbursement, indemnification, and liability procedures. The Parties undertake this IGSA in order for [State/Local Government] to provide [NRMA Installation/Program] with installation-support services, to wit: XXXX.
- 3.1. This IGSA is entered into between [NRMA Installation/Program] and [State/Local Government] on a sole source basis on a [NRMA Installation/Program] Business Case Analysis (BCA) that this IGSA will serve the best interests of the Department of the Navy/[NRMA Installation/Program] by creating efficiencies and economies of scale that will reduce [installation support service] costs for [NRMA Installation/Program], as [State/Local Government] already provides such services for its own use. The [NRMA Installation/Program] BCA anticipates that the [installation support service] will increase the volume of such services already used by [State/Local Government].
- 3.2. 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:**
- 4.1. [NRMA Installation/Program] will-



4.1.1. XXXX.

4.1.2. XXXX

4.1.3. XXXX

4.2. [State/Local Government] will-

4.2.1. XXXX

4.2.2. XXXX

4.2.3. XXXX

4.3. Both Parties will—

4.3.1. Cooperate to ensure mutual goals are met and issues are promptly resolved.

4.3.2. 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.

4.3.3. Resolve to try to work out disputes to the extent feasible before initiating termination procedures.

4.3.4. 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.

4.3.5. 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.

5.1. 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 California Public Records Act, California Government Code § 6250 et seq.



- 5.2. If [State/Local Government] receives a request for information about this IGSA made under California Public Records Act, [State/Local Government] will notify [NRMA Installation/Program] POCs in this IGSA. If [NRMA Installation/Program] receives a request for information about this IGSA under Freedom of Information Act, [NRMA Installation/Program] will notify [State/Local Government] POCs 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:**
- 7.1. **ADMINISTRATION.** This IGSA shall be mutually administered by [State/Local Government] and by the [NRMA Installation/Program], collectively, the IGSA Directors. The IGSA Directors will identify personnel in [State/Local Government] and at [NRMA Installation/Program] and/or Navy Region MIDLANT to coordinate and manage the provision of services and the payment for services provided by [State/Local Government] under this IGSA.
- 7.2. **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.
- 7.2.1. For [NRMA Installation/Program]
- 7.2.1.1. Title [Currently, Name, email address, (XXX) XXX-XXXX, name and contact information subject to change]
- 7.2.1.2. Title [Currently, Name, email address, (XXX) XXX-XXXX, name and contact information subject to change]
- 7.2.2. For [State/Local Government]
- 7.2.2.1. Title [Currently, Name, email address, (XXX) XXX-XXXX, name and contact information subject to change]
- 7.2.2.2. Title [Currently, Name, email address, (XXX) XXX-XXXX, name and contact information subject to change]



7.2.3. CORRESPONDENCE: All correspondence to be sent and notices given pursuant to this IGSA will be addressed, if to **[NRMA Installation/Program]**, to—

7.2.3.1. ATTN: Commanding Officer [NRMA Installation/Program]
XXXX Street
CITY, CA ZIP

And, if to the **[State/Local Government]**, to—

7.2.3.2. Address
XXXX Street
CITY, CA ZIP

7.2.4. 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:

8.1. 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 \$XXXX.

8.2. 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 **[installation support service]** by the **[NRMA Installation/Program]** 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.

8.3. 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.

8.4. Billing and Payment: Billing and Payment: [State/Local Government] shall register in the System of Award Management (SAM) via <https://www.sam.gov/portal/SAM/>. The Defense Finance Accounting Service (DFAS) requires that all vendors register in SAMS to process payments due using electronic funds transfer (EFT). [State/Local Government] shall submit to the [NRMA Installation/Program] a monthly invoice that includes

- o Payee's name, address, and phone number
- o Invoice date
- o Invoice number
- o IGSA agreement number
- o Date services were rendered
- o Description of services
- o Unit price
- o Quantity
- o Total price

Attachment (2) provides the projected annual cost for this agreement and will be updated each fiscal year.

9. PAYMENT: Payment shall be based on services provided as set forth in this Agreement. 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. [NRMA Installation/Program] shall not reimburse [State/Local Government] for any taxes in which the legal incidence of the tax falls on [NRMA Installation/Program].

9.1. The Government will make payment in accordance with the Prompt Payment Act (31 USC 3903) and implementing regulations. Interest shall be paid for late payments as required by the Act, and shall be paid at the rate established by the Secretary of the Treasury for disputes under the Contract Disputes Act of 1978.

9.2. Direct and indirect cost reconciliation will be performed annually IAW 2 CFR Part 200.

9.3. The obligation of funds by [NRMA Installation/Program] is subject to the availability of appropriated funds.

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 ten (10) years. This IGSA automatically terminates after ten (10) years from the effective date. A new IGSA may be executed for subsequent periods not to exceed ten (10) years.

- 11.1. The initial term of this Agreement shall be for one federal fiscal year from the execution of the Agreement by the GC, 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 [NRMA Installation/Program] of its intent to proceed with the option for an additional year of performance.

- 11.2. Each Party shall give notice to the other Party as to their intent to renew. [State/Local Government] shall provide 180 days' notice of nonrenewal, and the [NRMA Installation/Program] shall provide 90 days' notice of non-renewal, subject to the availability of funds. [NRMA Installation/Program] 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 [State/Local Government] will continue subject to availability of funds and work not affected by the suspension.

14. **TERMINATION:**

- 14.1. 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.

- 14.2. 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 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 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:

15.1. 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.

15.2. This IGSA is not governed by standard acquisition contracting methods of competitive bidding as delineated in the FAR and supplements thereto. However, if [State/Local Government] shall provide services through a contract, the contract must be awarded through competitive procedures.

16. DISPUTES:

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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:** [State/Local Government] agrees to defend and shall hold and save [NRMA Installation/Program] 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 [NRMA Installation/Program] 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. **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 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.
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. **ENTIRE IGSA:** It is understood and agreed that this IGSA, to include Attachments (1) and (2), which are incorporated herein by reference, embodies the entire IGSA between the Parties.

Attachment (1): Mutually Agreed Upon Service Rates
Attachment (2): Installation Projected Annual Cost



25. **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.

[NRMA Installation/Program]

[State/Local Government]

Name
Title

Name
Title

DATE: _____

DATE: _____