

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN THE UNITED STATES

AND

HOPKINSVILLE, KY

FORT CAMPBELL SALT SERVICE ORDER# ~~CAMP-IGSA-17-02~~

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and Hopkinsville, KY (hereafter CITY is used for brevity throughout this model) is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to IGSA Agreements Officers (hereafter Agreements Officer) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the CITY, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

RESPONSIBILITIES OF THE PARTIES:

The CITY shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in CITY personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall CITY employees or contractors be deemed federal employees. If the CITY shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the CITY and its employees.) Employees of the United States may not perform services for or on behalf of the CITY without the approval of the Agreements Officer.

SUMMARY OF SERVICES AND PRICE:

In consideration for the services to be provided by the CITY, the United States agrees to pay the CITY in accordance with the following amounts:

Year	Service	Value
Base: <u>(1 Oct 2024-31 Sep 2025)</u> (1 Oct 2019-30 Sep 2020)	Salt (Bulk) 1,200 2,000 tons x 90.85 \$130/ton = \$109,020.00 \$260,000 plus 10% Admin Fee to City	\$109,020 <u>286,000</u>
Option 1: <u>(1 Oct 2025-31 Sep 2026)</u> (1 Oct 2020-30 Sep 2021)	Salt (Bulk) 2,000 2,000 tons x 5% each year 95.39 \$136.50/ton = \$273,000 plus 10% Admin Fee to City	\$144,471 <u>300,300</u>
Option 2: <u>(1 Oct 2026-31 Sep 2027)</u> (1 Oct 2021-30 Sep 2022)	Salt (Bulk) 2,000 2,000 tons x 5% each year \$143.33/ton = \$286,650 plus 10% Admin Fee to City 400.15	\$120,195 <u>15,315</u>
Option 3: <u>(1 Oct 2027-31 Sep 2028)</u> (1 Oct 2022-30 Sep 2023)	Salt (Bulk) 2,000 2,000 tons x 5% each year \$150.49/ton = \$300,982.50 plus 10% Admin Fee to City 405.15	\$331,080. <u>75</u> 126,204
Option 4: <u>(1 Oct 2028-31 Sep 2029)</u> (1 Oct 2023-31 Sep 2024)	Salt (Bulk) 2,000 2,000 tons x 5% each year \$158.02/ton = \$316,031.63 plus 10% Admin Fee to City 410.40	\$347,634. <u>79</u> 132,514
Option 5: <u>(1 Oct 2029-31 Sep 2030)</u>	Salt (Bulk) 2,000 tons x 5% each year \$165.92/ton = \$331,833.21 plus 10% Admin Fee to City	\$365,016. <u>53</u>
Option 6: <u>(1 Oct 2030-31 Sep 2031)</u>	Salt (Bulk) 2,000 tons x 5% each year \$174.21/ton = \$348,424.87 plus 10% Admin Fee to City	\$383,267.35
Option 7: <u>(1 Oct 2031-31 Sep 2032)</u>	Salt (Bulk) 2,000 tons x 5% each year \$182.92/ton = \$365,846.11 plus 10% Admin Fee to City	\$402,430.72
Option 8: <u>(1 Oct 2032-31 Sep 2033)</u>	Salt (Bulk) 2,000 tons x 5% each year \$192.07/ton = \$384,138.42 plus 10% Admin Fee to City	\$422,552.26
Option 9: <u>(1 Oct 2033-31 Sep 2034)</u>	Salt (Bulk) 2,000 tons x 5% each year \$201.67/ton = \$403,345.34 plus 10% Admin Fee to City	\$443,679.87
TOTAL		\$3,597,277.27 <u>\$602,404</u>

* Indicates there will be a no more than 5 % Cost increase in Salt each year..

TERM OF AGREEMENT

The term of this Agreement shall be for one year from the execution of the Agreement by the Agreements Officer, and renewable for successive one year periods for up to 4-9 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 the Agreement Officer of an intent to award the option for an additional year of performance. The Agreements Officer shall provide notice of the renewal of the

IGSA at least 10 days prior to the expiration of then current performance period. The Agreements Officer 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. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the Agreements Officer without further liability to the United States.

INITIAL PAYMENT: Ft. Campbell Kentucky shall pay in bulk installment to the CITY of not less than ~~\$109,020,286,000~~ with the IGSA Agreement. Each year Ft. Campbell will determine Salt quantity required and work with the CITY for the bulk purchase. This amount will vary year to year based on usage during the winter.

~~In exchange for the terms of this agreement, the CITY shall have access to the brine production services of FTCKY for anti-icing within the City at no cost with the limitation up to 2000 gals per the first 5 events for the first year and to be reviewed in year two for any adjustment that came up in year one of this agreement, with the understanding that receipt of brine by the City shall not interrupt the operations of FTCKY and their anti-icing efforts.~~

PAYMENT: The United States shall pay the CITY for services based upon satisfactory completion of services once the materials have been delivered. Payment shall be based on services provided as set forth in this Agreement. The CITY shall not include any State or Local taxes in the prices it charges the United States unless approved by the Agreements Officer in advance. The CITY shall electronically submit invoices or payment requests to the Government's Contracting Officer Representative (COR) or the Coordinating Representative (CR) and the Agreements Officer. The Agreements Officer will not authorize payment unless all billed services have been satisfactorily completed, and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

Payment will be made by CR through the General Fund Enterprise Business System (GFEBs). Rates may only be adjusted upon 90 days written notice to the CR and the Agreements Officer. If the CR or his representative disagree, the parties shall discuss the proposed rate, changes in the services, or other modifications to discuss the proposed rates, changes in the services, or other modifications to the Agreement. Modification to prices in the Agreement must be reduced to writing and approved and incorporated into the Agreement by the Agreements Officer. Cost of Living will be adjusted every year.

OPEN COMMUNICATIONS AND QUALITY CONTROL: The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The CITY shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of the CITY and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the CITY.

INSPECTION OF SERVICES: The CITY will only tender services and goods in conformance with the IGSA. The Fort Campbell Garrison Commander shall appoint a CR who will be responsible for inspecting all services performed. The CITY will be notified of the identity of the CR and his alternate, and of any changes. If services are performed outside the installation, the CR shall be granted access to areas where services are performed. The CR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

If the CR determines that services do not conform to the requirements in this Agreement, the CR can

require the CITY to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the CR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the CR can reduce the billed price to reflect the reduced value of the services to be performed. The CR may alternately, in his sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the Agreements Officer.

If the CITY is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede the CITY'S performance, the CITY'S shall promptly notify the CR.

In those rare instances in which the CITY fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to the CITY. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by the CITY to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the CR, the Agreements Officer may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the CITY POC identified in this agreement.

TERMINATION: The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon 180 days written notice to the POCs designated in this Agreement.

The United States reserves the right to terminate this agreement for its convenience at any time. When notified by the Agreements Officer of the termination, the CITY shall immediately stop all work. The government will pay the CITY a percentage of the agreed price reflecting the percentage of work performed to the notice. The CITY shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

SUSPENSION OF AGREEMENT: The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

APPLICABLE LAW: The IGSA is subject to the law and regulations of the United States. 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.

CLAIMS AND DISPUTES: The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss performance and any other issues they may have. The CR shall represent the United States in such meetings.

If the parties are unable to resolve an issue, the CR or the CITY may submit a claim arising out of the Agreement to the Agreements Officer for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim, and may designate a CITY representative to discuss the claim and its resolution. The Agreements Officer shall issue a final decision within 90 days of receipt of each claim. The parties agree to the above procedures in lieu of litigation in any forum.

If the CITY is dissatisfied with the Agreements Officer's decision, it may appeal the matter to the Installation Commander and must specify the basis of its disagreement. The Installation Commander or their designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to the CITY must be coordinated with the Agreements Officer.

As part of its appeal, the CITY may request alternate disputes resolution (ADR) to resolve disputes; the United States may agree to use of ADR in its sole discretion. If ADR procedures are employed, the Installation Commander shall consider the findings and recommendations of the third party mediator(s) in making his or her final determination.

NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA: The POCs for issues pertaining to this IGSA are as follows:

DRAFT

For the United States, Jonathan Turner, DPW, Branch Chief, Roads & Grounds or his designated representative.

For the CITY: Mike Perry (Public Works Director) or his designated representative

Unless otherwise specified, all notices under this Agreement shall be provided to the POCs specified above.

The POCs and a management official at least one level above the POCs, as well as the IGSA Agreements Officer shall meet annually to discuss the IGSA, and consider any amendments to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the Agreements Officer in order to be effective.

DUTY TO PROTECT UNITED STATES GOVERNMENT PROPERTY ON THE INSTALLATION: The CITY shall conduct a visit of the installation with the CR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. The CITY shall prepare an accident avoidance plan to protect United States property on the installation. The CITY shall take measures to protect and not damage any property of the United States during performance of services. Should the CITY damage such property, the CITY may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If the CITY does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration costs from amounts billed by the CITY each month. The CR shall provide written notice of the United States' intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of United States property over the term of the current period of performance.

CONTINUITY OF SERVICES: The CITY recognizes that the services under this Agreement are vital to the United States and must be continued without interruption, and performed even in event of a dispute between the parties. Should the United States terminate this Agreement for any reason, the CITY agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to effect an orderly and efficient transition of services.

WAGES AND LABOR LAW PROVISIONS: These provisions apply to the CITY and any contractor performing services under this IGSA on behalf of the CITY. The CITY shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the CITY and complies with all applicable CITY labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The CITY shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the PUBLIC PARTNER has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the CITY shall immediately notify the CR and the Agreements Officer. The CITY shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to the CITY and its contractors. The CITY agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The CITY shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA.

The CITY shall not engage in age discrimination, and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY: This Agreement is not transferable except with the written authorization of the Agreements Officer.

ACTIONS OF DESIGNEES: Any act described in the IGSA to be performed by an individual or official can be performed of the designee of such individual or official, with the exception of the Agreements Officer.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES

FOR THE CITY OF HOPKINSVILLE

ANDREW Q. JORDAN
COL, SF
GARRISON COMMANDER

JAMES R. KNIGHT
MAYOR, HOPKINSVILLE, KY
HOPKINSVILLE, KY

DATE

DATE